

2-17-2016

Nicholson v. Coeur d'Alene Placer Mining Clerk's Record v. 1 Dckt. 43440

Follow this and additional works at: [https://digitalcommons.law.uidaho.edu/
idaho_supreme_court_record_briefs](https://digitalcommons.law.uidaho.edu/idaho_supreme_court_record_briefs)

Recommended Citation

"Nicholson v. Coeur d'Alene Placer Mining Clerk's Record v. 1 Dckt. 43440" (2016). *Idaho Supreme Court Records & Briefs*. 6056.
https://digitalcommons.law.uidaho.edu/idaho_supreme_court_record_briefs/6056

This Court Document is brought to you for free and open access by Digital Commons @ UIIdaho Law. It has been accepted for inclusion in Idaho Supreme Court Records & Briefs by an authorized administrator of Digital Commons @ UIIdaho Law. For more information, please contact annablaine@uidaho.edu.

IN THE SUPREME COURT OF THE STATE OF IDAHO

Vol. 1 of 3

LAW CLERK

WILLIAM MICHAEL NICHOLSON,)
a/k/a W. MICHAEL NICHOLSON)
and JOAN NICHOLSON, husband)
and wife,)

Plaintiffs/Counter-Defendants,)
Appellants,)

vs.)

COEUR D'ALENE PLACER MINING)
CORP., a Delaware corporation and IFG)
TIMBER, LLC, an Idaho limited liability)
company,)

Defendants/Counter-Claimants,)
Respondents.)

State of Idaho)
County of Shoshone)

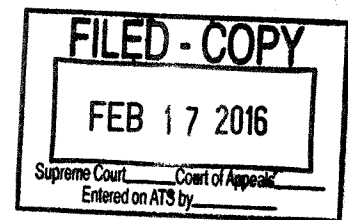
SUPREME COURT NO. 43440-2015
DISTRICT COURT NO. CV-14-375

CLERK'S RECORD ON APPEAL

RECEIVED
IDAHO SUPREME COURT
COURT OF APPEALS
FEB 17 AM 9:53

APPEALED FROM THE DISTRICT COURT OF THE FIRST JUDICIAL
DISTRICT OF THE STATE OF IDAHO, IN AND FOR
SHOSHONE COUNTY

HONORABLE FRED GIBLER -- DISTRICT COURT JUDGE



JAMES MCMILLAN
Attorney at Law
415 Seventh St, Suite 7
Wallace ID 83873

ATTORNEY-APPELLANT

MICHAEL RAMSDEN
Attorney at Law
PO Box 1336
Coeur d'Alene ID 83816-1336

ATTORNEY-RESPONDENT

43440

1

IN THE SUPREME COURT OF THE STATE OF IDAHO

WILLIAM MICHAEL NICHOLSON,)
a/k/a W. MICHAEL NICHOLSON)
and JOAN NICHOLSON, husband)
and wife,)

Plaintiffs/Counter-Defendants,)
Appellants,)

vs.)

COEUR D'ALENE PLACER MINING)
CORP., a Delaware corporation and IFG)
TIMBER, LLC, an Idaho limited liability)
company,)

Defendants/Counter-Claimants,)
Respondents.)

State of Idaho)
County of Shoshone)

SUPREME COURT NO. 43440-2015
DISTRICT COURT NO. CV-14-375

CLERK'S RECORD ON APPEAL

APPEALED FROM THE DISTRICT COURT OF THE FIRST JUDICIAL
DISTRICT OF THE STATE OF IDAHO, IN AND FOR
SHOSHONE COUNTY

HONORABLE FRED GIBLER -- DISTRICT COURT JUDGE

JAMES MCMILLAN
Attorney at Law
415 Seventh St, Suite 7
Wallace ID 83873

ATTORNEY-APPELLANT

MICHAEL RAMSDEN
Attorney at Law
PO Box 1336
Coeur d'Alene ID 83816-1336

ATTORNEY-RESPONDENT

SUPREME COURT NO. 43440-2015 DISTRICT COURT NO. CV-2014-375

TABLE OF CONTENTS FOR VOLUME 1

| | |
|--|-----|
| CLERK'S RECORD ON APPEAL | A1 |
| TABLE OF CONTENTS | B1 |
| INDEX OF RECORD | C1 |
| REGISTER OF ACTIONS..... | 1 |
| COMPLAINT, FILED JUNE 30, 2014..... | 6 |
| AFFIDAVIT ON RETURN OF SERVICE, FILED JULY 25, 2014 | 24 |
| NOTICE OF APPEARANCE, FILED AUGUST 13, 2014..... | 25 |
| NOTICE OF APPEARANCE, FILED AUGUST 27, 2014..... | 27 |
| ANSWER OF IFG TIMBER LLC AND COUNTERCLAIM, FILED OCTOBER 6, 2014 | 29 |
| ANSWER OF COEUR D'ALENE PLACER MINING COMPANY, FILED OCTOBER 6, 2014 | 117 |
| ANSWER TO COUNTERCLAIM, FILED OCTOBER 23, 2014 | 124 |
| DEFENDANT'S MOTION FOR JUDGMENT ON THE PLEADINGS, FILED NOVEMBER 10, 2014 | 129 |
| DEFENDANT'S MEMORANDUM IN SUPPORT OF MOTION FOR JUDGMENT ON THE PLEADINGS, FILED NOVEMBER 10, 2014 | 131 |
| OBJECTION AND MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR JUDGMENT ON THE PLEADINGS, FILED DECEMBER 1, 2014 | 143 |
| DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, FILED FEBRUARY 9, 2015 | 150 |

SUPREME COURT NO. 43440-2015 DISTRICT COURT NO. CV-2014-375

INDEX OF RECORD FOR VOLUME 1

| | |
|--|-----|
| AFFIDAVIT ON RETURN OF SERVICE, FILED JULY 25, 2014 | 24 |
| ANSWER OF COEUR D'ALENE PLACER MINING COMPANY, FILED OCTOBER 6, 2014 | 117 |
| ANSWER OF IFG TIMBER LLC AND COUNTERCLAIM, FILED OCTOBER 6, 2014 | 29 |
| ANSWER TO COUNTERCLAIM, FILED OCTOBER 23, 2014 | 124 |
| CLERK'S RECORD ON APPEAL | A1 |
| COMPLAINT, FILED JUNE 30, 2014..... | 6 |
| DEFENDANT'S MEMORANDUM IN SUPPORT OF MOTION FOR JUDGMENT ON THE PLEADINGS, FILED NOVEMBER 10, 2014 | 131 |
| DEFENDANT'S MOTION FOR JUDGMENT ON THE PLEADINGS, FILED NOVEMBER 10, 2014 | 129 |
| DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, FILED FEBRUARY 9, 2015 | 150 |
| INDEX OF RECORD | C1 |
| NOTICE OF APPEARANCE, FILED AUGUST 13, 2014..... | 25 |
| NOTICE OF APPEARANCE, FILED AUGUST 27, 2014..... | 27 |
| OBJECTION AND MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR JUDGMENT ON THE PLEADINGS, FILED DECEMBER 1, 2014 | 143 |
| REGISTER OF ACTIONS..... | 1 |
| TABLE OF CONTENTS | B1 |

SUPREME COURT NO. 43440-2015 DISTRICT COURT NO. CV-2014-375

TABLE OF CONTENTS.....PAGE NO.

VOLUME 1

| | |
|--|-----|
| CLERK'S RECORD ON APPEAL | A1 |
| TABLE OF CONTENTS | B1 |
| INDEX OF RECORD | C1 |
| REGISTER OF ACTIONS..... | 1 |
| COMPLAINT, FILED JUNE 30, 2014..... | 6 |
| AFFIDAVIT ON RETURN OF SERVICE, FILED JULY 25, 2014 | 24 |
| NOTICE OF APPEARANCE, FILED AUGUST 13, 2014..... | 25 |
| NOTICE OF APPEARANCE, FILED AUGUST 27, 2014..... | 27 |
| ANSWER OF IFG TIMBER LLC AND COUNTERCLAIM, FILED OCTOBER 6, 2014 | 29 |
| ANSWER OF COEUR D'ALENE PLACER MINING COMPANY, FILED OCTOBER 6, 2014 | 117 |
| ANSWER TO COUNTERCLAIM, FILED OCTOBER 23, 2014 | 124 |
| DEFENDANT'S MOTION FOR JUDGMENT ON THE PLEADINGS, FILED NOVEMBER 10, 2014 | 129 |
| DEFENDANT'S MEMORANDUM IN SUPPORT OF MOTION FOR JUDGMENT ON THE PLEADINGS, FILED NOVEMBER 10, 2014 | 131 |
| OBJECTION AND MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR JUDGMENT ON THE PLEADINGS, FILED DECEMBER 1, 2014 | 143 |
| DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, FILED FEBRUARY 9, 2015 | 150 |

SUPREME COURT NO. 43440-2015 DISTRICT COURT NO. CV-2014-375

TABLE OF CONTENTS.....PAGE NO.

VOLUME 2

| | |
|--|-----|
| TABLE OF CONTENTS | B1 |
| INDEX OF RECORD | C1 |
| AFFIDAVIT OF THERON J DE SMET IN SUPPORT OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, FILED FEBRUARY 9, 2015 | 152 |
| DEFENDANTS' MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT, FILED FEBRUARY 9, 2015 | 211 |
| OBJECTION AND MEMORANCUM IN OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, FILED MARCH 13, 2015 | 228 |
| DEFENDANTS' REPLY MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT, FILED MARCH 23, 2015 | 237 |
| COURT MINUTES RE: 3-24-2015 SUMMARY JUDGMENT HEARING..... | 246 |
| ORDER GRANTING DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT, FILED APRIL 6, 2015 | 248 |
| COUNTERCLAIMANT IFG TIMBER, LLC'S MOTION FOR SUMMARY JUDGMENT, FILED MAY 26, 2015 | 255 |
| COUNTERCLAIMANT IFG TIMBER, LLC'S MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT, FILED MAY 26, 2015 | 257 |
| AFFIDAVIT OF MICHAEL BRANSTETTER IN SUPPORT OF COUNTERCLAIMANT IFG TIMBER, LLC'S MOTION FOR SUMMARY JUDGMENT, FILED MAY 26, 2015 | 263 |
| OBJECTION AND MEMORANDUM IN OPPOSITION TO COUNTERCLAIMANT IFG TIMBER, LLC'S MOTION FOR SUMMARY JUDGMENT, FILED JUNE 9, 2015 | 269 |
| AFFIDAVIT OF JAMES MCMILLAN, FILED JUNE 9, 2015 | 275 |

SUPREME COURT NO. 43440-2015 DISTRICT COURT NO. CV-2014-375

TABLE OF CONTENTS PAGE NO.

| | |
|---|-----|
| COURT MINUTES RE: 6-22-2015 MOTION FOR SUMMARY JUDGMENT..... | 281 |
| MEMORANDUM DECISION AND ORDER GRANTING DEFENDANT/COUNTERCLAIMANT IFG TIMBER, LLC'S MOTION FOR SUMMARY JUDGMENT, FILED JUNE 23, 2015 | 282 |
| JUDGMENT, FILED JUNE 30, 2015 | 299 |
| MOTION FOR RECONSIDERATION AND MOTION TO STAY ENFORCEMENT OF JUDGMENT, FILED JULY 2, 2015 | 301 |
| MEMORANDUM IN SUPPORT OF MOTION FOR RECONSIDERATION, FILED JULY 2, 2015 | 304 |
| NOTICE OF APPEAL, FILED JULY 27, 2015 | 315 |
| COURT MINUTES RE: 8-11-2015 MOTION TO STAY | 320 |
| NOTICE OF TRANSCRIPT LODGED, FILED SEPTEMBER 14, 2015 | 322 |
| COURT MINUTES RE: 10-7-2015 MOTION FOR RECONSIDERATION..... | 323 |
| ORDER DENYING PLAINTIFFS' MOTION FOR RECONSIDERATION AND GRANTING COUNTER-CLAIMANT'S MOTION FOR AWARD OF ATTORNEY FEES AND COSTS, FILED OCTOBER 19, 2015 | 325 |
| AMENDED JUDGMENT, FILED OCTOBER 19, 2015..... | 327 |
| CLERK'S CERTIFICATE..... | 329 |
| NOTICE OF COMPLETION, FILED JANUARY 6, 2016..... | 330 |

SUPREME COURT NO. 43440-2015 DISTRICT COURT NO. CV-2014-375

INDEX OF RECORD PAGE NO.

VOLUME 1

| | |
|--|-----|
| AFFIDAVIT ON RETURN OF SERVICE, FILED JULY 25, 2014 | 24 |
| ANSWER OF COEUR D'ALENE PLACER MINING COMPANY, FILED OCTOBER 6, 2014 | 117 |
| ANSWER OF IFG TIMBER LLC AND COUNTERCLAIM, FILED OCTOBER 6, 2014 | 29 |
| ANSWER TO COUNTERCLAIM, FILED OCTOBER 23, 2014 | 124 |
| CLERK'S RECORD ON APPEAL | A1 |
| COMPLAINT, FILED JUNE 30, 2014..... | 6 |
| DEFENDANT'S MEMORANDUM IN SUPPORT OF MOTION FOR JUDGMENT ON THE PLEADINGS, FILED NOVEMBER 10, 2014..... | 131 |
| DEFENDANT'S MOTION FOR JUDGMENT ON THE PLEADINGS, FILED NOVEMBER 10, 2014 | 129 |
| DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, FILED FEBRUARY 9, 2015 | 150 |
| INDEX OF RECORD | C1 |
| NOTICE OF APPEARANCE, FILED AUGUST 13, 2014..... | 25 |
| NOTICE OF APPEARANCE, FILED AUGUST 27, 2014..... | 27 |
| OBJECTION AND MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION FOR JUDGMENT ON THE PLEADINGS, FILED DECEMBER 1, 2014 | 143 |
| REGISTER OF ACTIONS..... | 1 |
| TABLE OF CONTENTS | B1 |

SUPREME COURT NO. 43440-2015 DISTRICT COURT NO. CV-2014-375

INDEX OF RECORD PAGE NO.

VOLUME 2

| | |
|--|-----|
| AFFIDAVIT OF JAMES MCMILLAN, FILED JUNE 9, 2015 | 275 |
| AFFIDAVIT OF MICHAEL BRANSTETTER IN SUPPORT OF COUNTERCLAIMANT IFG TIMBER, LLC'S MOTION FOR SUMMARY JUDGMENT, FILED MAY 26, 2015 | 263 |
| AFFIDAVIT OF THERON J DE SMET IN SUPPORT OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, FILED FEBRUARY 9, 2015 | 152 |
| AMENDED JUDGMENT, FILED OCTOBER 19, 2015..... | 327 |
| CLERK'S CERTIFICATE..... | 329 |
| COUNTERCLAIMANT IFG TIMBER, LLC'S MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT, FILED MAY 26, 2015 | 257 |
| COUNTERCLAIMANT IFG TIMBER, LLC'S MOTION FOR SUMMARY JUDGMENT, FILED MAY 26, 2015 | 255 |
| COURT MINUTES RE: 10-7-2015 MOTION FOR RECONSIDERATION..... | 323 |
| COURT MINUTES RE: 3-24-2015 SUMMARY JUDGMENT HEARING..... | 246 |
| COURT MINUTES RE: 6-22-2015 MOTION FOR SUMMARY JUDGMENT..... | 281 |
| COURT MINUTES RE: 8-11-2015 MOTION TO STAY | 320 |
| DEFENDANTS' MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT, FILED FEBRUARY 9, 2015 | 211 |
| DEFENDANTS' REPLY MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT, FILED MARCH 23, 2015 | 237 |
| INDEX OF RECORD | C1 |

SUPREME COURT NO. 43440-2015 DISTRICT COURT NO. CV-2014-375

INDEX OF RECORD PAGE NO.

| | |
|---|-----|
| JUDGMENT, FILED JUNE 30, 2015 | 299 |
| MEMORANDUM DECISION AND ORDER GRANTING DEFENDANT/COUNTERCLAIMANT IFG TIMBER, LLC'S MOTION FOR SUMMARY JUDGMENT, FILED JUNE 23, 2015 | 282 |
| MEMORANDUM IN SUPPORT OF MOTION FOR RECONSIDERATION, FILED JULY 2, 2015 | 304 |
| MOTION FOR RECONSIDERATION AND MOTION TO STAY ENFORCEMENT OF JUDGMENT, FILED JULY 2, 2015 | 301 |
| NOTICE OF APPEAL, FILED JULY 27, 2015 | 315 |
| NOTICE OF COMPLETION, FILED JANUARY 6, 2016..... | 330 |
| NOTICE OF TRANSCRIPT LODGED, FILED SEPTEMBER 14, 2015 | 322 |
| OBJECTION AND MEMORANCUM IN OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, FILED MARCH 13, 2015 | 228 |
| OBJECTION AND MEMORANDUM IN OPPOSITION TO COUNTERCLAIMANT IFG TIMBER, LLC'S MOTION FOR SUMMARY JUDGMENT, FILED JUNE 9, 2015..... | 269 |
| ORDER DENYING PLAINTIFFS' MOTION FOR RECONSIDERATION AND GRANTING COUNTER-CLAIMANT'S MOTION FOR AWARD OF ATTORNEY FEES AND COSTS, FILED OCTOBER 19, 2015 | 325 |
| ORDER GRANTING DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT, FILED APRIL 6, 2015 | 248 |
| TABLE OF CONTENTS | B1 |

14 - -

William Michael Nicholson, Joan K Nicholson vs. Coeur d'Alene Placer Mining Corp, IFG Timber LLC

| Date | Code | User | Judge |
|------------|------|-------|--|
| 6/30/2014 | NCOC | GAIL | New Case Filed - Other Claims Fred M. Gibler |
| | | GAIL | Filing: A - All initial civil case filings of any type not listed in categories B-H, or the other A listings below Paid by: Joan Nicholson Receipt number: 0002650 Dated: 6/30/2014 Amount: \$96.00 (Check) For: Nicholson, Joan K (plaintiff) and Nicholson, William (plaintiff) Fred M. Gibler |
| | COMP | GAIL | Complaint Filed Fred M. Gibler |
| | SMIS | GAIL | Summons Issued/to Coeur d'Alene Placer Mining Co Fred M. Gibler |
| | SMIS | GAIL | Summons Issued/to IFG Timber LLC Fred M. Gibler |
| 7/25/2014 | AFSR | MARLA | Affidavit Of Service-svd the Defendants on 7-24-2014 Fred M. Gibler |
| 8/13/2014 | | GAIL | Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Ramsden & Lyons Receipt number: 0003349 Dated: 8/13/2014 Amount: \$136.00 (Check) For: Coeur d'Alene Placer Mining Corp (defendant) Fred M. Gibler |
| | NOAP | GAIL | Notice Of Appearance/Atty Ramsden for CDA Placer Mining Corp Fred M. Gibler |
| 8/27/2014 | | GAIL | Filing: I1 - Initial Appearance by persons other than the plaintiff or petitioner Paid by: Ramsden & Lyons Receipt number: 0003553 Dated: 8/27/2014 Amount: \$136.00 (Check) For: IFG Timber LLC (defendant) Fred M. Gibler |
| | NOAP | GAIL | Notice Of Appearance/Atty Ramsden for IFG Timber LLC Fred M. Gibler |
| 10/6/2014 | ANSW | MARLA | Answer of IFG Timber LLC and Counterclaim Fred M. Gibler |
| | ANSW | MARLA | Answer of CDA Placer Mining Company Fred M. Gibler |
| 10/23/2014 | RSCC | GAIL | Answer To Counterclaim/Atty McMillan Fred M. Gibler |
| 11/10/2014 | MOTN | MARLA | Defendant's Motion for Judgment on the Pleadings Fred M. Gibler |
| | MEMO | MARLA | Defendant's Memorandum in Support of Motion for Judgment on the Pleadings-copied to the Judge and Scott Fred M. Gibler |
| 11/12/2014 | NOH | MARLA | Amended Notice Of Hearing Fred M. Gibler |
| | HRSC | MARLA | Hearing Scheduled (Motion 12/08/2014 01:00 PM) Defendant's Motion for Judgment on the Pleadings Fred M. Gibler |
| 12/1/2014 | MEMO | MARLA | Objection and Memorandum in Opposition to Defendant's Motion for Judgment on the Pleadings-copy to the Judge and Scott Fred M. Gibler |
| 12/18/2014 | NOSV | GAIL | Notice Of Service/Defs' RFA to Plnts and Defs' Int John T. Mitchell and RFP to Plnts |

William Michael Nicholson, Joan K Nicholson vs. Coeur d'Alene Placer Mining Corp, IFG Timber LLC

| Date | Code | User | Judge |
|------------|------|-------|---|
| 12/18/2014 | HRHD | TARA | Hearing result for Motion scheduled on 12/08/2014 01:00 PM: Hearing Held Defendant's Motion for Judgment on the Pleadings |
| 2/9/2015 | MOSJ | GAIL | Defs' Motion For Summary Judgment |
| | AFFD | GAIL | Affidavit of Theron J De Smet In Support of Defs' Motion For Summary Judgment |
| | MEMO | GAIL | Defs' Memorandum In Support of Motion For Summary Judgment/cc: Judge Gibler and Scott |
| | NOH | GAIL | Notice Of Hearing |
| | HRSC | GAIL | Hearing Scheduled (Motion for Summary Judgment 03/09/2015 01:15 PM) |
| 2/23/2015 | ORDR | TARA | Order Of Reassignment - Judge Mitchell |
| | CHJG | TARA | Change Assigned Judge |
| 2/26/2015 | CONT | GAIL | Continued (Motion for Summary Judgment 03/24/2015 04:00 PM) Hearing in Kootenai County |
| | NOH | GAIL | Amended Notice Of Hearing |
| 3/13/2015 | OBJE | TARA | Objection and Memorandum in Opposition to Def's Mtn for S/J |
| 3/19/2015 | CFO | GAIL | Case File Out/to Judge Mitchell for hearing on March 24th in KC - file sent with Byrl on SC Law Day March 23rd |
| 3/23/2015 | MEMO | MARLA | Defendant's Reply Memorandum in Support of Motion for Summary Judgment |
| 3/24/2015 | HRHD | TARA | Hearing result for Motion for Summary Judgment scheduled on 03/24/2015 04:00 PM: Hearing Held Hearing in Kootenai County |
| 4/6/2015 | ORDR | TARA | Order Granting Def's Mtn for Partial S/J |
| 4/22/2015 | MISC | GAIL | Verification of Counterclaim/Atty Ramsden & Lyons for Defs |
| 5/26/2015 | MOTN | MARLA | Counterclaimant IFG Timber LLC's Motion for Summary Judgment |
| | MEMO | MARLA | Counterclaimant IFG Timber LLC's Memorandum in Support of Motion for Summary Judgment |
| | AFFD | MARLA | Affidavit of Michael Bransterrer Support of Counterclaimant IFG Timber LLC's Motion for Summary Judgment |
| | NOH | MARLA | Notice Of Hearing |
| | HRSC | MARLA | Hearing Scheduled (Motion for Summary Judgment 06/22/2015 04:00 PM) Counterclaimant IFG Timber LLC's Motion for Summary Judgment-to be heard in Kootenai County |

William Michael Nicholson, Joan K Nicholson vs. Coeur d'Alene Placer Mining Corp, IFG Timber LLC

| Date | Code | User | Judge |
|-----------|------|-------|---|
| 6/9/2015 | OBJC | GAIL | Objection and Memorandum In Opposition To Counterclaimant IFG Timber LLC's Motion For Summary Judgment John T. Mitchell |
| | AFFD | GAIL | Affidavit of James McMillan John T. Mitchell |
| 6/22/2015 | HRHD | MARLA | Hearing result for Motion for Summary Judgment scheduled on 06/22/2015 04:00 PM: Hearing Held Counterclaimant IFG Timber LLC's Motion for Summary Judgment-to be heard in Kootenai County John T. Mitchell |
| 6/23/2015 | MEMO | TARA | Memorandum Decision and Order Granting Def/counterclaimant IFG Timber, LLC's Mtn for S/J - It is ordered that counterclaimant IFG Timber, LLC Mtn for S/J on their counterclaim against Nicholson's for unlawful detainer and ejectment is Granted, IFG timber, LLC's Mtn for S/J on their counterclaim against Nicholson's for damages for unlawfully holding over are granted in the amt of \$6.16 per day from 7/1/14 to the present day, and cont until Nicholson's vacate the property, Counterclaimant IFG Timber is prevailing part as to its Counterclaims against Nicholson and as such, IFG Timber is entitled to an award of its att fees, Counsel of IFD Timber LLC prepare a Judgment consistent with this Memorandum Decision and Order John T. Mitchell |
| 6/30/2015 | CDIS | MARLA | Civil Disposition entered for: Plt's Complaint is dismissed. Counterclaimant IFG Timber has prevailed on it's Counterclaim and is entitled and is granted possession of the subject property and awarded damages. John T. Mitchell |
| | STAT | MARLA | STATUS CHANGED: closed John T. Mitchell |
| | WRIT | MARLA | Writ Issued-Writ of Ejectment-signed by Judge Mitchell John T. Mitchell |
| 7/2/2015 | MOTN | MARLA | Motion for Reconsideration and Motion to Stay Enforcement of Judgment John T. Mitchell |
| | MEMO | MARLA | Memorandum in Support of Motion for Reconsideration John T. Mitchell |
| | NOH | MARLA | Notice Of Hearing John T. Mitchell |
| | HRSC | MARLA | Hearing Scheduled (Motion 08/11/2015 03:30 PM) Plt's Motion for Reconsideration-to be heard in Kootenai County John T. Mitchell |
| 7/10/2015 | MCAF | GAIL | Counterclaimant's Memorandum of Attorney Fees and Costs John T. Mitchell |
| | AFFD | GAIL | Affidavit of Theron J De Smet In Support of Counterclaimant's Memorandum of Attorney Fees and Costs John T. Mitchell |
| 7/24/2015 | MOTN | GAIL | Ex Parte Motion For Stay Pursuant To Idaho Rule of Civil Procedure 65(b) John T. Mitchell |

William Michael Nicholson, Joan K Nicholson vs. Coeur d'Alene Placer Mining Corp, IFG Timber LLC

| Date | Code | User | Judge |
|-----------|------|-------|---|
| 7/24/2015 | AFFD | GAIL | Affidavit of James McMillan John T. Mitchell |
| | OBJC | GAIL | Objection To Memorandum of Fees and Costs John T. Mitchell |
| | ORDR | MARLA | Ex Parte Order Denying Stay John T. Mitchell |
| 7/27/2015 | | MARLA | Filing: L4 - Appeal, Civil appeal or cross-appeal to Supreme Court Paid by: James McMillan Receipt number: 0002885 Dated: 7/27/2015 Amount: \$129.00 (Check) For: Nicholson, Joan K (plaintiff) and Nicholson, William Michael (plaintiff) John T. Mitchell |
| | BNDC | MARLA | Bond Posted - Cash (Receipt 2888 Dated 7/27/2015 for 100.00) John T. Mitchell |
| | APSC | MARLA | Appealed To The Supreme Court-Notice of Appeal John T. Mitchell |
| 7/31/2015 | BNDC | CYNDI | Bond Posted - Cash (Receipt 2960 Dated 7/31/2015 for 200.00) from James McMillan - transcript John T. Mitchell |
| 8/3/2015 | MOTN | MARLA | Motion to Shorten Time John T. Mitchell |
| | NOH | MARLA | Notice Of Hearing re: Application for Attorney Fees set for 8-11-2015 John T. Mitchell |
| | HRSC | MARLA | Hearing Scheduled (Hearing Scheduled 08/11/2015 03:30 PM) To be heard in Kootenai County-Counter-Claimant's Application for Attorney Fees John T. Mitchell |
| 8/4/2015 | MEMO | TARA | Def's and Counteclaims Memorandum in Opposition to Plt's and Counter Def's Mtn for Reconsideration John T. Mitchell |
| 8/11/2015 | NOH | TARA | Amended NOH John T. Mitchell |
| | CONT | TARA | Continued (Motion 09/22/2015 03:30 PM) Plt's Motion for Reconsideration-to be heard in Kootenai County-also Defendant's Application for Attorney Fees and Costs John T. Mitchell |
| | NOH | MARLA | Amended Notice Of Hearing John T. Mitchell |
| | HRHD | MARLA | Hearing result for Hearing Scheduled scheduled on 08/11/2015 03:30 PM: Hearing Held To be heard in Kootenai County-Counter-Claimant's Application for Attorney Fees John T. Mitchell |
| 8/20/2015 | ORDR | TARA | Order Denying Plt's Mtn to Stay Enforcement of Jdmt Pursuant to ID Rule of Civil Procedure 62(a) John T. Mitchell |
| 8/21/2015 | MISC | MARLA | Received from the Supreme Court-Respondent's Opposition to Ex Parte Motion for Stay-document is the Appeal File John T. Mitchell |
| 9/3/2015 | MISC | MARLA | Received from the Supreme Court-Order Denying Application for Stay John T. Mitchell |
| 9/14/2015 | TRAN | MARLA | Reporter's Transcript Filed on Appeal John T. Mitchell |
| | NOTC | MARLA | Notice of Transcript Lodged John T. Mitchell |
| | BNDV | MARLA | Bond Converted (Transaction number 239 dated 9/14/2015 amount 126.75) John T. Mitchell |

William Michael Nicholson, Joan K Nicholson vs. Coeur d'Alene Placer Mining Corp, IFG Timber LLC

| Date | Code | User | Judge |
|------------|------|-------|---|
| 9/14/2015 | BNDV | MARLA | Bond Converted (Transaction number 240 dated 9/14/2015 amount 73.25) |
| 9/22/2015 | CONT | MARLA | Hearing result for Motion scheduled on 09/22/2015 03:30 PM: Continued Plt's Motion for Reconsideration-to be heard in Kootenai County-also the Defendant's application for Attorney fees and costs |
| | HRSC | MARLA | Hearing Scheduled (Motion 10/07/2015 02:00 PM) Plt's Motion for Reconsideration and Defendant's Application for Attorney Fees-to be heard in Kootenai County |
| | | MARLA | Notice Of Hearing |
| 10/7/2015 | HRHD | MARLA | Hearing result for Motion scheduled on 10/07/2015 02:00 PM: Hearing Held Plt's Motion for Reconsideration and Defendant's Application for Attorney Fees-to be heard in Kootenai County-Theron De Smet to prepare the Order and Amended Judgment |
| 10/19/2015 | ORDR | MARLA | Order Denying Plt's Motion for Reconsideration and Granting Counter-Claimant's Motion for Award of Attorney Fees and Costs |
| | CDIS | MARLA | Civil Disposition entered for: Amended Judgment re: Attorney Fees and Costs |
| 11/25/2015 | CFR | MARLA | Case Files Returned-case file returned from Judge Mitchell's Chambers |

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED #2650

2014 JUN 30 PM 4:23

PEGGY WHITE
CLERK DIST. COURT
BY Paul Elliott
DEPUTY

JAMES McMILLAN,
ATTORNEY AT LAW
415 Seventh Street, Suite 7
Wallace, Idaho 83873
Telephone: (208) 752-1800
Facsimile: (208) 752-1900
ISB # 7523
Attorney for Plaintiff.

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

WILLIAM MICHAEL NICHOLSON, a/k/a W.
MICHAEL NICHOLSON and JOAN
NICHOLSON, husband and wife,

Plaintiffs,

vs.

COEUR D'ALENE PLACER MINING
CORP., a Delaware corporation and IFG
TIMBER, L.L.C., an Idaho limited liability
company,

Defendants.

Case No. CV-14- 375

COMPLAINT

Fee Category: A

Fee: \$96.00 *Id.*

COME NOW the Plaintiffs, WILLIAM MICHAEL NICHOLSON, a/k/a W. MICHAEL NICHOLSON and JOAN NICHOLSON, by and through their counsel of record JAMES McMILLAN, Attorney at Law (hereinafter "Plaintiffs"), and hereby allege and complain as follows:

I. PARTIES, JURISDICTION, AND VENUE

1.1 Plaintiffs currently reside in Shoshone County, Idaho;

**ASSIGNED TO
JUDGE GIBLER**

1.2 This matter involves real and personal property located in Shoshone County, Idaho;

1.3 Defendant Coeur d'Alene Placer Mining Corp. is Delaware corporation, doing business in, and having minimum contacts within, the State of Idaho;

1.4 Defendant IFG Timber, L.L.C. is an Idaho Limited Liability Company, doing business in, and having minimum contacts within, the State of Idaho

1.5 For the reasons set forth in Paragraphs 1.1 through 1.4 above, jurisdiction is proper within the State of Idaho, and venue is proper within Shoshone County.

II. FACTUAL ALLEGATIONS

2.1 In or about August of 1995, Plaintiffs purchased several buildings from one Francis Gitter. Said buildings were located upon real property (hereinafter "Property") owned by Defendant Coeur d'Alene Placer Mining Corp. (hereinafter "Coeur d'Alene Placer");

2.2 The Property is located at 2867 Prichard Creek Road, at the site of the old Eagle City settlement;

2.3 At or about the time of the purchase of the buildings, Plaintiffs entered into an annual lease agreement with Coeur d'Alene Placer (hereinafter "lease"). The lease was regularly renewed annually up until 2014;

2.4 The buildings located upon the leased parcel are affixed to the land, and it is not possible to remove the buildings without destroying them and their value, or damaging them beyond repair;

2.5 At or about the time of entering into the lease agreement, and at numerous times over the course of the lease, Wilfred Gardner (hereinafter "Gardner"), an officer and agent of Coeur d'Alene Placer, stated to Plaintiffs that, in the event that Coeur d'Alene Placer elected to sell the Property, Plaintiffs would have a right of first refusal to purchase the Property which they

were leasing;

2.6 At or about the time of entering into the lease agreement, and at numerous times over the course of the lease, Gardner represented to Plaintiffs that, in the event that Coeur d'Alene Placer elected to terminate the Lease, Coeur d'Alene Placer would purchase the buildings from Plaintiffs;

2.7 The statements made by Gardner were within the scope and course of Gardner's position as President of Coeur d'Alene Placer, and on behalf of Coeur d'Alene Placer;

2.8 Plaintiffs relied upon said statements in entering into the Lease with Coeur d'Alene Placer, and in choosing to renew the Lease with Coeur d'Alene Placer;

2.9 In further reliance upon said statements, Plaintiffs have made improvements to the Property and to the buildings located thereon, with the knowledge and permission of Coeur d'Alene Placer;

2.10 On or about June 23, 2012, a real estate agent by the name of Kevin Boling (hereinafter "Boling"), claiming to be acting on behalf of Coeur d'Alene Placer, met with Plaintiff W. Michael Nicholson, and discussed the possibility of a sale of the Coeur d'Alene Placer's property to the Bureau of Land Management, and a potential sale of the leased parcel to Plaintiffs. At that time, Boling made reference to Plaintiffs' right of first refusal. At the conclusion of the meeting, Boling informed Plaintiff W. Michael Nicholson that he would keep in contact with Plaintiffs regarding the offer and sale;

2.11 On or about June 29, 2012, Plaintiffs observed a survey crew surveying the boundaries of a neighboring parcel. The surveyor informed Plaintiffs that they were hired by Boling on behalf of Coeur d'Alene Placer. Plaintiffs received no prior notice from Boling or Coeur d'Alene Placer of the survey;

2.12 Between June 29, 2012 and December of 2013, Plaintiffs received no further

contact from Boling or Coeur d'Alene Placer, with the exception of a letter from Coeur d'Alene Placer's Secretary-Treasurer with regard to the lease payment and renewal. The lease was again renewed.

2.13 Throughout the course of Plaintiffs' tenancy, Plaintiffs have been repeatedly harassed by a neighboring tenant by the name of Henry Odegard (hereinafter "Odegard"), who has represented himself to Plaintiffs and third parties as an employee or agent of Coeur d'Alene Placer;

2.14 Odegard resides with one Daniel Frigard, who it is believed is employed by the United States Forest Service;

2.15 On information and belief, a person by the name of Robert Boyd (hereinafter "Boyd") is an agent and/or employee Coeur d'Alene Placer with regard to the leased property. Boyd was and is aware of the ongoing harassment of Plaintiffs by Odegard.

2.16 After the June 29, 2012 meeting with Boling, Odegard made statements to Plaintiffs and third parties indicating that he was in active communication with Boling and Coeur d'Alene Placer, and that he was going to receive a portion of the property leased by Plaintiffs;

2.17 In or about December of 2013, Plaintiffs received a letter from Kevin Boling, referencing a pending sale of Coeur d'Alene Placer's property, and discussing the possibility of a sale to Plaintiffs. However, Plaintiffs received no further contact until in or about February of 2014, when they received a telephone call from Boling discussing a survey. At that time, Boling made no further mention of a sale.

2.18 Following the last survey, Odegard and Frigard erected a fence near the location of the survey markers, enclosing a portion of the Property that was being maintained and used by Plaintiffs, with Coeur d'Alene Placer's knowledge and consent.. On information and belief, Odegard and Frigard subsequently purchased the enclosed parcel from Coeur d'Alene Placer for

nominal consideration;

2.19 Plaintiffs were not informed of the sale to Odegard and Frigard, nor of Coeur d'Alene Placer's intent to sell a portion of the property used by Plaintiffs to Odegard and Frigard.

2.20 In or about early February of 2014, Plaintiffs received a Notice of Termination of Lease from Coeur d'Alene Placer's counsel. Plaintiff's Counsel responded in March of 2014 with an offer to purchase the property, to which Coeur d'Alene Placer's counsel responded to the effect that he had forwarded the correspondence to Coeur d'Alene Placer. Subsequent follow-up letters received no reply. *See* Notice of Termination and Correspondence, attached hereto as Exhibit A.

2.21 In late May of 2014, Plaintiffs' counsel telephoned Coeur d'Alene Placer's counsel to follow up on the correspondence. At this time, Plaintiffs' counsel was informed that the property had been sold to Idaho Forest Group.¹ At no time had Plaintiffs been given notice of this sale of the Property. Counsel for Idaho Forest Group informed Plaintiffs' counsel that it was not interested in leasing or selling the property. *See* Correspondence attached hereto as Exhibit B.

2.22 On information and belief, Defendant IFG, L.L.C. (hereinafter "Idaho Forest Group" or "IFG") was aware of Plaintiffs' right of first refusal and Coeur d'Alene Placer's agreement to purchase the building upon termination of the lease;

2.23 On information and belief, Boling has acted as a real estate agent on behalf of Idaho Forest Group in addition to acting on behalf of Coeur d'Alene Placer;

2.24 As a direct and proximate result of Defendants' failure to recognize Plaintiffs' right of first refusal and Defendants' failure to follow through with the purchase of the buildings, Plaintiffs have suffered damages in an amount to be proven at trial, but exceeding the

¹ The Deeds recorded in the Shoshone County Recorder's Office show the transfer, in fact, being to Defendant IFG Timber, L.L.C., which appears to be owned in whole or in part by Idaho Forest Group, L.L.C. As such, IFG, L.L.C., will be hereinafter referred to as "Idaho Forest Group."

jurisdictional limits of the Magistrate's Division.

III. COUNT ONE – BREACH OF CONTRACT

3.1 Plaintiffs hereby incorporate sections I and II into each and every cause of action alleged below as if fully set forth at length.

3.2 Plaintiffs and Defendant Coeur d'Alene Placer entered into a contract, giving Plaintiffs the right of first refusal in the event of a sale of the Property and Defendant Coeur d'Alene Placer the right of first refusal in the event that Plaintiffs desired to sell the buildings. Plaintiffs and Coeur d'Alene Placer further agreed that Coeur d'Alene Placer would purchase the buildings in the event of a termination of lease;

3.3 Plaintiffs and Defendant Coeur d'Alene Placer are competent parties, and have the requisite capacity to enter into a contract.

3.4 The contract between Plaintiffs and Defendant Coeur d'Alene Placer serves a lawful purpose.

3.5 Valid consideration supports the contract. All parties to the contract offered and were to receive something of value.

3.6 Plaintiffs and Defendant Coeur d'Alene Placer understood and agreed to all essential contract terms.

3.7 Defendant Coeur d'Alene Placer materially breached this contract by selling the property to a third party (Defendant Idaho Forest Group);

3.8 Defendant Coeur d'Alene Placer further materially breached this contract by failing to purchase the buildings upon stating its intent to terminate the Lease

3.9 As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered general and special damages, including, but not limited to, inconvenience, emotional pain and suffering, loss of enjoyment of life, and attorney fees and costs, entitling them to damages in such

amounts as will be proven at trial but exceeding the jurisdictional limit for the Magistrate's Division.

IV. COUNT TWO – PROMISSORY ESTOPPEL

4.1 Plaintiff hereby incorporates sections I through III into each and every cause of action alleged below as if fully set forth at length, and in addition, or in the alternative, to the same further alleges the following;

4.2 Defendant Coeur d'Alene Placer, through its agent Gardner, made promises to Plaintiffs, to-wit: That Plaintiffs would have the right of first refusal in the event that Coeur d'Alene Placer decided to sell the property, and that Coeur d'Alene Placer would purchase Plaintiffs' buildings in the event that it chose to terminate the lease;

4.3 Plaintiffs relied upon these promises by continuing to reside upon the Property, maintain and improve the property, and continue to renew the Lease;

4.4 Plaintiffs have suffered, and will suffer further, economic loss in reliance on said promises, in an amount to be proven at trial, but exceeding the jurisdictional limit of the Magistrate's Division;

4.5 Plaintiffs' reliance and economic loss were foreseeable by Coeur d'Alene Placer;

4.6 Plaintiffs' reliance on the promises of Coeur d'Alene Placer was foreseeable.

4.7 As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered general and special damages, including, but not limited to, inconvenience, emotional pain and suffering, loss of enjoyment of life, and attorney fees and costs, entitling them to damages in such amounts as will be proven at trial but exceeding the jurisdictional limit for the Magistrate's Division.

V. COUNT THREE – SPECIFIC PERFORMANCE

5.1 Plaintiffs hereby incorporate sections I through IV into each and every cause of

action alleged below as if fully set forth at length.

5.2 Plaintiffs lack an adequate remedy at law.

5.4. Plaintiffs are entitled to seek specific performance to enforce the contract for the purchase of the buildings upon termination of the Lease and/or Plaintiffs' Right of First Refusal;

5.5 Due to Defendant Coeur d'Alene Placer's breach of the Contract as set forth in Paragraph III above, for the foregoing reasons, Plaintiffs are entitled to an order of specific performance as a remedy for Defendant Coeur d'Alene Placer's breach.

VI. COUNT FOUR – UNJUST ENRICHMENT

6.1 Plaintiffs hereby incorporate sections I through V into each and every cause of action alleged below as if fully set forth at length.

6.2 During Plaintiff's tenancy, Plaintiff has made improvements and conducted maintenance of the Property, with the knowledge and permission of Defendant Coeur d'Alene Placer;

6.3 In the event that Plaintiffs should vacate the Property, it will be necessary to leave Plaintiffs' buildings upon the Property, as they cannot be removed without damaging them to the point of rendering them essentially worthless;

6.4 For the reasons set forth in Paragraphs 5.2 and 5.3 above, a benefit has been conferred, and future benefit will be conferred, upon both Defendants;

6.5 In the event that Plaintiffs should vacate the property, or be evicted therefrom, a further benefit will be conferred upon Coeur d'Alene Placer's successor-in-interest;

6.6 It would be inequitable for Defendants to retain this benefit without compensation to Plaintiffs;

6.7 Therefore, Plaintiffs are entitled to judgment in an amount to be proven at trial, but exceeding the jurisdictional limits of the Magistrate's Division

JURY DEMAND

Plaintiffs hereby demand a trial by not less than twelve (12) jurors.

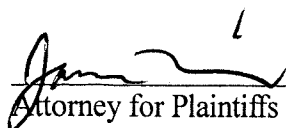
PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendants as follows:

1. For an Order of Specific Performance requiring Defendant Coeur d'Alene Placer to complete the purchase of the buildings and/or and order setting aside the sale to Defendant Idaho Forest Group and requiring Coeur d'Alene Placer to offer Plaintiffs the opportunity to purchase the property pursuant to their right of first refusal;
2. For an award of compensatory damages in an amount to be proven at trial;
3. For an award of general damages, including loss of economic and monetary market value, loss of use, loss of investment expectations, mental and emotional distress, and other damages in an amount to be proven at trial;
4. For a judgment awarding Plaintiffs their reasonable costs and attorney fees incurred, pursuant to I.C. § 12-120 et seq. and Paragraph 9 of the Contract and all other applicable laws; and
5. For any and all other just and equitable relief as the Court deems just and proper under the circumstances.
6. In the event of default, reasonable fees and costs are \$5,000.00

DATED this 30th day of June 2014.

JAMES McMILLAN,

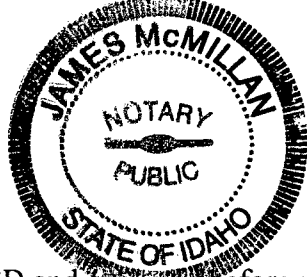

Attorney for Plaintiffs


VERIFICATION

STATE OF IDAHO)
) ss.
County of Shoshone)

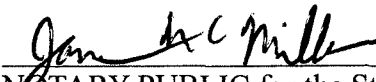
W. MICHAEL NICHOLSON, being first duly sworn , deposes and says:

That he is a Plaintiff herein; that he has read the foregoing Complaint, knows the contents thereof and that the facts therein stated are true to the best of his knowledge, information and belief.




W. MICHAEL NICHOLSON,
Plaintiff

SUBSCRIBED and sworn to before me on 30th day of June, 2014.

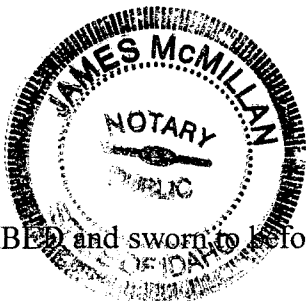


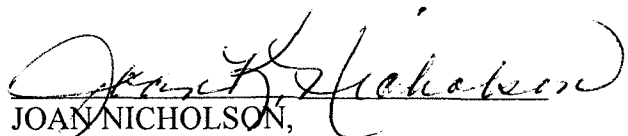
NOTARY PUBLIC for the State of Idaho
Residing in Wallace
My Commission Expires March 15, 2019

STATE OF IDAHO)
) ss.
County of Shoshone)

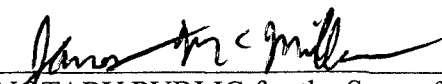
JOAN NICHOLSON, being first duly sworn , deposes and says:

That she is a Plaintiff herein; that she has read the foregoing Complaint, knows the contents thereof and that the facts therein stated are true to the best of her knowledge, information and belief.




JOAN NICHOLSON,
Plaintiff

SUBSCRIBED and sworn to before me on 30th day of June, 2014.



NOTARY PUBLIC for the State of Idaho
Residing in Wallace
My Commission Expires March 15, 2019

MICHAEL K. BRANSTETTER

HULL & BRANSTETTER

CHARTERED

ATTORNEYS AT LAW

416 RIVER STREET

P.O. BOX 709

WALLACE, ID 83873-0709

January 28, 2014

H.J. HULL (1888-1975)
ALDEN HULL (1919-1984)
PLATT HULL (1914-1992)

TELEPHONE: (208) 752-1154
FAX: (208) 752-0951

Michael and Joan Nicholson
2867 Prichard Creek Road
Wallace, ID 83873

Certified Mail/Return Receipt
Requested
7009 0820 0001 7349 9379

Re: Coeur d'Alene Placer Mining Company Land Lease
Eagle, Idaho

NOTICE OF TERMINATION

COPY

Dear Mr. and Mrs. Nicholson:

This office represents Coeur d'Alene Placer Mining Company ("CDAP") and we have been instructed to notify you of the following.

CDAP hereby provides **NOTICE OF TERMINATION** of any land lease which may be in existence between you and CDAP. Your tenancy or occupancy will end on June 30, 2014. Your rent payments are current through that date.

Please vacate the property by midnight on June 30, 2014 and have all your personal property removed by that date. Further, please leave the real property in a clean and safe condition. CDAP will have the property inspected on July 1, 2014.

If you have any question please contact me.

Very truly yours,

HULL & BRANSTETTER CHARTERED

By:


Michael K. Branstetter

MKB/pwk
Cc: CDAP

Exhibit A

James McMillan, Esq.
Attorney at Law, P.L.L.C
415 Seventh Street, Suite 7
Wallace, Idaho 83873

Telephone: (208) 752-1800
Facsimile: (208) 752-1900
Electronic Mail: mcmillanlaw@suddenlinkmail.com

VIA FACSIMILE TO: (208) 752-0951

March 6, 2014

Michael K. Branstetter
Hull & Branstetter, Chtd.
416 River Street
P.O. Box 709
Wallace, Idaho 83873-0709

Re: Nicholson-Coeur d'Alene Placer Mining Co. Lease

Dear Mr. Branstetter:

I am writing on behalf of W. Michael and Joan Nicholson, with regard to your "Notice of Termination" of land lease, dated January 28, 2014. Mr. Nicholson informs me that, for many years, he has resided on the land in question under the lease, in addition to using and making improvements upon the surrounding land. He has also informed me that he has a right of first refusal in the event that your client should choose to sell the land in question.

Unfortunately, for the last couple of years (following Mr. Gardner's death and Mrs. Gardner's illness), communication between your client and Mr. Nicholson has been difficult, and he has heard from a number of parties purporting to represent Coeur d'Alene Placer: Kevin Boling (representing himself as a real estate agent), Bob Boyd, and Hank Odegard (in earlier correspondence, Justin Julian, then representing Coeur d'Alene Placer, stated that Mr. Odegard did not represent the company). Mr. Nicholson has also heard that Coeur d'Alene Placer is intending to sell the land, and has, in fact, already sold one parcel. He is in possession of a survey map, which appears to show an intent to offer him an acre, on which his home and outbuildings are located.

Given the right of first refusal, long-term use of the land, the amount he has invested over the years in improvements upon the land, and prior cordial relationship with the Gardners, your Notice of Termination raises a significant concern on the part of Mr. Nicholson, and, in the event that you proceed with eviction pursuant to the Termination, Mr. Nicholson is prepared to dispute the

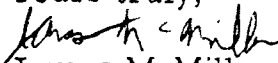
March 6, 2014

same, in addition to seeking recovery for the value of the structures on the property that he is unable to remove, other improvements, in addition to a possible adverse possession claim to land beyond that encompassed by the lease.

However, given that it would be in the parties' best interest to avoid litigation if at all possible, Mr. Nicholson would propose the following by way of settlement: He will accept the acre surrounding his home as per the survey, plus an additional acre to the north-northeast, in consideration of the \$2,250 already paid for this year's lease. From the information that we have, this is consistent with the value of the land that he believes has been determined by your client. We would also ask what, if any, authority Mr. Boling and Mr. Boyd have with regard to the land in question, and the nature of their position with Coeur d'Alene Placer.

We would be requiring a response within ten (10) days from your receipt of this letter. Hopefully we can reach an agreement to the satisfaction of all parties involved.

Yours truly,


James McMillan

MICHAEL K. BRANSTETTER

HULL & BRANSTETTER
CHARTERED
ATTORNEYS AT LAW
416 RIVER STREET
P.O. BOX 709
WALLACE, ID 83873-0709

H.J. HULL (1888-1975)
ALDEN HULL (1919-1984)
PIATT HULL (1914-1992)

TELEPHONE: (208) 752-1154
FAX: (208) 752-0951

March 18, 2014

James McMillan, Esq.
Attorney at Law, P.L.L.C.
415 Seventh Street, Suite 7
Wallace, ID 83873

Re: Coeur d'Alene Placer Mining Company – Nicholson
Lease

Dear James:

I have forwarded your letter dated March 6, 2014 on to Coeur d'Alene Placer Mining Company and am awaiting instructions.


In the meantime, however, please send me a copy of the right of first refusal. I am not aware that one exists.

Mr. and Mrs. Nicholson have been afforded ample time to vacate the property and if a proceeding to cause their removal is necessary, I am sure my client will seek and be entitled to attorney fees and costs pursuant to Idaho Code, Section 6-324.

I do not know if my client has any further interest in discussing a sale, but based on other sales to existing tenants, I am fairly confident there is no interest in the purchase price you suggest.

Very truly yours,

HULL & BRANSTETTER CHARTRED

By: 
Michael K. Branstetter

Cc: client

James McMillan, Esq.
Attorney at Law, P.L.L.C
415 Seventh Street, Suite 7
Wallace, Idaho 83873

Telephone: (208) 752-1800
Facsimile: (208) 752-1900
Electronic Mail: mcmillanlaw@suddenlinkmail.com

VIA FACSIMILE TO: (208) 752-0951

March 31, 2014

Michael K. Branstetter
Hull & Branstetter, Chtd.
416 River Street
P.O. Box 709
Wallace, Idaho 83873-0709

Re: Nicholson-Coeur d'Alene Placer Mining Co. Lease

Dear Mike:

Thank you for your response. We look forward to hearing Coeur d'Alene Placer's response once you hear back from them.

Would you be able to tell us for how much the other parcels have been selling to the other tenants?

Also, the Nicholsons would still like to know what, if any, roles Kevin Boling, Bob Boyd, and/or Hank Odegard have with Coeur d'Alene Placer, as each of these parties have made representations in the past that they speak for the corporation to some degree, which has created some confusion since the cessation of direct communications between the Nicholsons and the Gardner Family. Additionally, Mr. Nicholson would also like to know what, if any, position, role, or capacity a man named Daniel Frigard has with Coeur d'Alene Placer.

Finally, Mr. Nicholson has heard that all or part of the land at issue has been sold to Idaho Forest Group. First, is this true, and, if so, did the sale include the land which the Nicholsons are leasing and occupying (in which case, I would presume that further negotiations would need to be directed to Idaho Forest Group)? I look forward to a prompt response.

Yours truly,


James McMillan

James McMillan, Esq.
Attorney at Law, P.L.L.C
415 Seventh Street, Suite 7
Wallace, Idaho 83873

Telephone: (208) 752-1800
Facsimile: (208) 752-1900
Electronic Mail: mcmillanlaw@suddenlinkmail.com

VIA FACSIMILE TO: (208) 752-0951

April 30, 2014

Michael K. Branstetter
Hull & Branstetter, Chtd.
416 River Street
P.O. Box 709
Wallace, Idaho 83873-0709

Re: Nicholson-Coeur d'Alene Placer Mining Co. Lease

Dear Mike:

I am just following up on my last response to your letter. We are still awaiting answers to the following questions:

1. What, if any, connections do Boling, Boyd, Odegard, and Frigard have with Coeur d'Alene Placer?
2. Are you able to tell us for how much the other parcels sold to the other tenants who have purchased from Coeur d'Alene Placer?
3. I note that, on March 28, Idaho Forest Group ("IDFG") purchased a number of parcels from Coeur d'Alene Placer. Does this include the land the Nicholsons are leasing and, if so, could you direct me to an appropriate contact person from IDFG to whom to direct future communications regarding the property at issue?

We would ask for a response within seven days of your receipt of this letter, and look forward to hearing back from you.

Yours truly,


James McMillan

James McMillan, Esq.
Attorney at Law, P.L.L.C
· 415 Seventh Street, Suite 7
Wallace, Idaho 83873

Telephone: (208) 752-1800
Facsimile: (208) 752-1900
Electronic Mail: mcmillanlaw@suddenlinkmail.com

June 10, 2014

Idaho Forest Group
687 Canfield Ave., Suite 100
Coeur d'Alene, ID 83815

**Re: Nicholson-Coeur d'Alene Placer Mining Co. Lease
2867 Prichard Creek Road - old Eagle City site**

To Whom it May Concern:

I am writing on behalf of W. Michael and Joan Nicholson, who are currently leasing the above-referenced property. Since 1995, they had been leasing from Coeur d'Alene Placer Mining Company, and I had attempted to correspond with Coeur d'Alene Placer's counsel, Mike Branstetter, with regard to a termination of lease that was sent to the Nicholsons in late January. In my correspondence, I relayed an offer by the Nicholsons to purchase the property, and inquired as to the positions of various individuals who, at some point, had claimed some sort of connection to Coeur d'Alene Placer.

However, I did not receive any response to my second and third letters to Mr. Branstetter, and, upon telephoning him, learned that the property at issue had been sold to your company. As such, I am contacting you. Initially, I would ask if you could confirm your purchase of the Nicholson parcel, and, second, if you could respond to the Nicholson's offer and any of the issues we raise in the enclosed correspondence to Coeur d'Alene Placer of which you have knowledge?

Given the time frames involved, and delay in response from Coeur d'Alene Placer, would ask for a reply as soon as possible. I hope to hear back from you soon.

Yours truly,

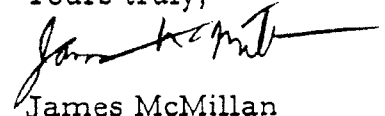

James McMillan

Exhibit B

157

ENGLISH LAW FIRM

P.O. Box 2875
21 Commerce Drive, Ste. A
Hayden, ID 83835
Email: jme@icehouse.net

Attorneys:
James M. English
Rebecca A. Zanetti

June 16, 2014

Mr. James McMillan
Attorney at Law
415 Seventh Street, Suite 7
Wallace, Idaho 83873

Re: Nicholson-Coeur d' Alene Placer Mining Co. Lease
2867 Prichard Creek Road – Idaho Forest Group, LLC

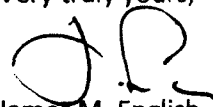
Dear Mr. McMillan:

In response to your June 10, 2014 letter received by Idaho Forest Group, LLC (IFG), IFG did purchase all of the real property owned by the Coeur d' Alene Placer Mining Company, including the parcel leased by Mr. and Mrs. Nicholson. IFG does not want to sell or lease the parcel.

As part of the closing, IFG was given the Notice of Termination (enclosed) which terminated the leasehold interest of the Nicholson's effective June 30, 2014. We intend to inspect the property on July 1, 2014 and would appreciate it if all property of the Nicholson's is removed by the lease termination date.

If you have any questions please contact me directly.

Very truly yours,


James M. English



STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED
2014 JUL 25 AM 11:29

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

William Michael Nicholson aka W. Michael Nicholson)
Joan Nicholson)

Plaintiff)

vs.)

Coeur d' Alene Mining Corp & IFG Timber L.L.C.)
Defendant)

Case No. CV 2014-1373 COURT

BY M. White DEPUTY

AFFIDAVIT ON RETURN
OF SERVICE

STATE OF IDAHO)
) ss.
County of SHOSHONE)

I, T. Michael Dunn being first duly sworn on oath, depose and state as follows:

1. That I am over the age of eighteen (18) years of age and not a party to the above-entitled action.
2. That I received the Summons and Complaint in said action on the 24th day of July 2014, and served the same on the 24th day of July, 2014, by:
 - A. Delivering a true copy of the above described document(s) to
 - B. Leaving copies of the above described document(s) for at Wallace, which is the dwelling house or usual place of abode of the Defendant named above, with a person over the age of eighteen (18) years residing therein.
 - c. X Delivering a copy of the above described document(s) to Michael Branstetter an agent authorized by appointment or by law to receive service of process.
3. That the total fee for service was \$35.00.

Dated this 25th day of July, 2014

T. Michael Dunn
AFFIANT

SUBSCRIBED AND SWORN to before me this 25th day of July, 2014



James McMillan
NOTARY PUBLIC in and for the State
Of Idaho residing at Wallace
Commission expires 7/15/19

SERVED: Michael Branstetter @ Work (His Office, Wallace ID.) 07/24/14, 3:23 pm

ORIGINAL

RAMSDEN & LYONS, LLP
700 Northwest Boulevard
P.O. Box 1336
Coeur d'Alene, ID 83816-1336
Telephone: (208) 664-5818
Facsimile: (208) 664-5884
Michael E. Ramsden, ISB #2368
Theron J. De Smet, ISB #8184

STATE OF IDAHO
COUNTY OF SHOSHONE/SG
FILED
#3349
2014 AUG 13 AM 11:59
PEGGY WHITE
CLERK DIST COURT
BY: [Signature] DEPUTY

Attorneys for Coeur d'Alene Placer Mining Corp.

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

WILLIAM MICHAEL NICHOLSON, aka
W. MICHAEL NICHOLSON, and JOAN
NICHOLSON, husband and wife,

Plaintiffs,

v.

COEUR D'ALENE PLACER MINING
CORP., a Delaware corporation, and IFG
TIMBER, L.L.C., an Idaho limited liability
company,

Defendants.

Case No. CV-2014-375

NOTICE OF APPEARANCE

Fee Category: I(1)

Fee: \$136.00 Pd.

TO: PLAINTIFFS

AND TO: PLAINTIFFS' ATTORNEY OF RECORD, JAMES MCMILLAN

PLEASE TAKE NOTICE that the undersigned hereby appears as attorney of record for
defendant Coeur d'Alene Placer Mining Corp., in the above-entitled action, and requests that
all papers, except process, be served upon the undersigned at the address shown below.

DATED this 12th day of August, 2014.

RAMSDEN & LYONS, LLP

By 

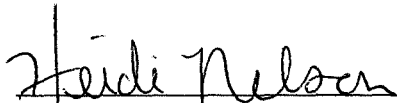
Michael E. Ramsden, Of the Firm
Attorneys for Coeur d'Alene Placer
Mining Corp.

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of August, 2014, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

James McMillan
Attorney at Law
415 Seventh Street, Suite 7
Wallace, ID 83873

☒ US Mail
☐ Overnight Mail
☐ Hand Delivered
☐ Facsimile (208) 752-1900


Heidi L. Nelson

RAMSDEN & LYONS, LLP
700 Northwest Boulevard
P.O. Box 1336
Coeur d'Alene, ID 83816-1336
Telephone: (208) 664-5818
Facsimile: (208) 664-5884
Michael E. Ramsden, ISB #2368
Theron J. De Smet, ISB #8184

Attorneys for IFG Timber, L.L.C.

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED # 3553
2014 AUG 27 PM 12:38

PEGGY WHITE
CLERK DIST. COURT
BY *[Signature]*
DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

WILLIAM MICHAEL NICHOLSON, aka
W. MICHAEL NICHOLSON, and JOAN
NICHOLSON, husband and wife,

Plaintiffs,

v.

COEUR D'ALENE PLACER MINING
CORP., a Delaware corporation, and IFG
TIMBER, L.L.C., an Idaho limited liability
company,

Defendants.

Case No. CV-2014-375

NOTICE OF APPEARANCE

Fee Category: I(1)

Fee: \$136.00

PD.

TO: PLAINTIFFS

AND TO: PLAINTIFFS' ATTORNEY OF RECORD, JAMES MCMILLAN

PLEASE TAKE NOTICE that the undersigned hereby appears as attorney of record for defendant IFG Timber, L.L.C., in the above-entitled action, and requests that all papers, except process, be served upon the undersigned at the address shown below.

DATED this 26th day of August, 2014.

RAMSDEN & LYONS, LLP

By 

Michael E. Ramsden, Of the Firm
Attorneys for IFG Timber, L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of August, 2014, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

James McMillan
Attorney at Law
415 Seventh Street, Suite 7
Wallace, ID 83873

☒ US Mail
☐ Overnight Mail
☐ Hand Delivered
☐ Facsimile (208) 752-1900



Michael E. Ramsden

2014 OCT -6 PM 4:59

PEGGY WHITE
CLERK DIST COURT
BY Maria Anson
DEPUTY

RAMSDEN & LYONS, LLP
700 Northwest Boulevard
P.O. Box 1336
Coeur d'Alene, ID 83816-1336
Telephone: (208) 664-5818
Facsimile: (208) 664-5884
Michael E. Ramsden, ISB #2368
Theron J. De Smet, ISB #8184

Attorneys for IFG Timber LLC

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

WILLIAM MICHAEL NICHOLSON, aka
W. MICHAEL NICHOLSON, and JOAN
NICHOLSON, husband and wife,

Plaintiffs,

v.

COEUR D'ALENE PLACER MINING
CORP., a Delaware corporation, and IFG
TIMBER, L.L.C., an Idaho limited liability
company,

Defendants.

Case No. CV-2014-375

ANSWER OF IFG TIMBER LLC AND
COUNTERCLAIM

IFG Timber LLC answers the complaint as follows:

IFG Timber LLC denies each allegation of the complaint not specifically admitted.

1. As to paragraph 1.1 of the Complaint, admits.
2. As to paragraph 1.2 of the Complaint, admits.
3. As to paragraph 1.3 of the Complaint, admits.
4. As to paragraph 1.4 of the Complaint, admits.

5. As to paragraph 1.5 of the Complaint, admits that jurisdiction and venue are proper in
this Court.

6. As to paragraph 2.1 of the Complaint, admits that the plaintiffs claim to be the owners of certain buildings situated on real property owned by IFG Timber LLC and denies the remainder of the allegations in the paragraph.

7. As to paragraph 2.2 of the Complaint, admits that the mailing address of the plaintiffs is 2867 Prichard Creek Road, Wallace, Idaho, but denies that this is an adequate legal description of real property alleged in the complaint and denies the remainder of the allegations in the paragraph.

8. As to paragraph 2.3 of the Complaint, admits that around August of 1995 plaintiffs on an annual basis leased real property, which was not adequately described in the letter agreements, and did so until June 30, 2014.

9. As to paragraph 2.4 of the Complaint, IFG Timber LLC is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph and therefore denies the same.

10. As to paragraph 2.5 of the Complaint, denies.

11. As to paragraph 2.6 of the Complaint, denies.

12. As to paragraph 2.7 of the Complaint, denies.

13. As to paragraph 2.8 of the Complaint, denies.

14. As to paragraph 2.9 of the Complaint, denies.

15. As to paragraph 2.10 of the Complaint, admits that Kevin Boling is a real estate broker and denies the remainder of the allegations in the paragraph.

16. As to paragraph 2.11 of the Complaint, denies.

17. As to paragraph 2.12 of the Complaint, admits that plaintiffs leased undefined real property on the basis of letter agreements until 2014. Admits that on June 17, 2013 Coeur

d'Alene Placer Mining Company's secretary sent a letter to the plaintiffs, which speaks for itself, and denies the remainder of the allegations in the paragraph.

18. As to paragraph 2.13 of the Complaint, denies.

19. As to paragraph 2.14 of the Complaint, IFG Timber LLC is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph and therefore denies the same.

20. As to paragraph 2.15 of the Complaint, admits that Robert Boyd was a forester engaged by Coeur d'Alene Placer Mining Corp. and denies the remainder of the allegations in the paragraph.

21. As to paragraph 2.16 of the Complaint, IFG Timber LLC is without sufficient information to admit the allegations and therefore denies the same.

22. As to paragraph 2.17 of the Complaint, admits that on December 11, 2013, Kevin Boling sent a letter to the plaintiffs, which speaks for itself. IFG Timber LLC is without knowledge or sufficient information to form a belief as to the truth of the remainder of the allegations in the paragraph and therefore denies the same.

23. As to paragraph 2.18 of the Complaint, IFG Timber LLC admits that Coeur d'Alene Placer sold real property to Odegard and Frigard and denies the remainder of the allegations in the paragraph.

24. As to paragraph 2.19 of the Complaint, admits that Coeur d'Alene Placer did not and IFG Timber LLC affirmatively alleges that Coeur d'Alene Placer had no duty to inform plaintiffs that it intended to or did sell real property to Odegard and Frigard and denies the remainder of the allegations in the paragraph.

25. As to paragraph 2.20 of the Complaint, IFG Timber LLC admits the authenticity of the

correspondence attached to the complaint as Exhibit A, which speaks for itself, and denies the remainder of the allegations in the paragraph.

26. As to paragraph 2.21 of the Complaint, admits that in May of 2014 the plaintiffs' lawyer called Mike Branstetter, a lawyer who represents Coeur d'Alene Placer, and that Mike Branstetter told the plaintiffs' lawyer that Coeur d'Alene Placer had sold its property to IFG Timber LLC. IFG Timber LLC affirmatively alleges that Coeur d'Alene Placer did not and had no duty to give the plaintiffs notice of this sale. IFG Timber LLC admits that Jim English, a lawyer who represents IFG Timber LLC, told the plaintiffs' lawyer that IFG Timber LLC had no interest in selling any real property to the plaintiffs.

27. As to paragraph 2.22 of the Complaint, denies plaintiffs had a first right of refusal or option to purchase any real property and denies it had any obligation to purchase the buildings on its real property at the termination of any lease with the plaintiffs. IFG Timber LLC is without knowledge or information sufficient to form a belief as to the remaining allegations in the paragraph and therefore denies the same.

28. As to paragraph 2.23 of the Complaint, admits that Kevin Boling is a real estate broker and that he has been engaged by Coeur d'Alene Placer with respect to the marketing of its properties, but denies that he is an agent of Coeur d'Alene Placer.

29. As to paragraph 2.24 of the Complaint, denies.

30. As to paragraph 3.1 of the Complaint, admits and denies as aforesaid.

31. As to paragraph 3.2 of the Complaint, denies.

32. As to paragraph 3.3 of the Complaint, admits.

33. As to paragraph 3.4 of the Complaint, denies.

34. As to paragraph 3.5 of the Complaint, denies.

35. As to paragraph 3.6 of the Complaint, denies.
36. As to paragraph 3.7 of the Complaint, denies.
37. As to paragraph 3.8 of the Complaint, denies.
38. As to paragraph 3.9 of the Complaint, denies.
39. As to paragraph 4.1 of the Complaint, admits and denies as aforesaid.
40. As to paragraph 4.2 of the Complaint, denies.
41. As to paragraph 4.3 of the Complaint, denies.
42. As to paragraph 4.4 of the Complaint, denies.
43. As to paragraph 4.5 of the Complaint, denies.
44. As to paragraph 4.6 of the Complaint, denies.
45. As to paragraph 4.7 of the Complaint, denies.
46. As to paragraph 5.1 of the Complaint, admits and denies as aforesaid.
47. As to paragraph 5.2 of the Complaint, denies.
48. As to paragraph 5.4 of the Complaint, denies.
49. As to paragraph 5.5 of the Complaint, denies.
50. As to paragraph 6.1 of the Complaint, admits and denies as aforesaid.
51. As to paragraph 6.2 of the Complaint, IFG Timber LLC is without knowledge or information sufficient to form a belief as to the truth of the allegations in the paragraph and therefore denies the same.
52. As to paragraph 6.3 of the Complaint, IFG Timber LLC is without knowledge or information sufficient to form a belief as to the truth of the allegations in the paragraph and therefore denies the same.
53. As to paragraph 6.4 of the Complaint, denies.

54. As to paragraph 6.5 of the Complaint, denies.
55. As to paragraph 6.6 of the Complaint, denies.
56. As to paragraph 6.7 of the Complaint, denies.
57. As to plaintiffs' "PRAYER FOR RELIEF" in the Complaint, denies.

AFFIRMATIVE DEFENSES

IFG Timber LLC raises and alleges the following affirmative defenses:

FIRST DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

Coeur d'Alene Placer or Kevin Boling or Mike Branstetter notified the plaintiffs on several occasions before the expiration of their tenancy that IFG Timber LLC, the buyer of Coeur d'Alene Placer's real property, would not permit tenants on its property. Plaintiffs cannot therefore have relied on any expectation of continued tenancy on the property they leased from Coeur d'Alene Placer.

THIRD DEFENSE

The plaintiffs' claim to an oral right of first refusal or option to purchase the real property occupied by them violates the statute of frauds, Idaho Code § 9-505.

FOURTH DEFENSE

The plaintiffs are estopped to assert or have waived the claims alleged in the complaint.

FIFTH DEFENSE

The plaintiffs' claim to a right of first refusal or option was not made of record prior to the closing of the Coeur d'Alene Placer/IFG Timber LLC transaction and any interest of the plaintiffs was merged out in the deed.

WHEREFORE, IFG Timber LLC prays that plaintiff take nothing by this action, that the same be dismissed with prejudice, and that IFG Timber LLC be awarded its costs of suit and such other and further relief as the court deems proper.

COUNTERCLAIM BY IFG TIMBER LLC FOR EJECTMENT AND DAMAGES

IFG Timber LLC alleges as follows:

1. IFG Timber LLC is the owner in fee simple of certain real property in Shoshone County, Idaho and more fully described in the legal description attached to this answer and counterclaim as Exhibit A.
2. IFG Timber LLC purchased the above described property from Coeur d'Alene Placer Mining Company, which transaction closed and was duly recorded in the records of Shoshone County, Idaho on March 28, 2014.
3. The plaintiffs William Michael Nicholson, aka W. Michael Nicholson, and Joan Nicholson leased from Coeur d'Alene Placer on an annual basis a portion of the real property described in Exhibit A.
4. In April 2012, Kevin Boling of the Boling Company met with the plaintiffs to notify the plaintiffs that Coeur d'Alene Placer's land, including the land leased to the plaintiffs, had been offered for sale and to notify the plaintiffs that Coeur d'Alene Placer would offer the plaintiffs the opportunity to purchase their leased home site. The plaintiffs told Kevin Boling that they would consider the opportunity.
5. On June 17, 2013, Coeur d'Alene Placer sent a letter to the plaintiffs demanding the annual rent of \$2,250 for the plaintiffs' land lease from Coeur d'Alene Placer for July 1, 2012 to June 30, 2013, and stating that the annual rent in the amount \$2,250 was due for the lease term from July 1, 2013 to June 30, 2014. In that letter, Coeur d'Alene Placer

notified the plaintiffs that Coeur d'Alene Placer's land, including the land the plaintiffs leased, was under contract of sale. Coeur d'Alene Placer stated: "We have only a brief period to arrange for a sale of your homesite to you. The buyer will not permit tenants on any of their land. Our real estate broker, Kevin Boling, will be contacting you shortly to discuss your options." A true copy of the letter is attached as Exhibit B.

6. The plaintiffs responded to that letter on June 25, 2013. They enclosed a check for the July 1, 2012 to June 30, 2013 lease term in the amount of \$2,250 and requested to pay the rent for the lease term from July 1, 2013 to June 30, 2014 in installments. The plaintiffs stated in that letter: "We plan to continue our lease as we have for the past 19 years and we fully accept and acknowledge the conditions of the continuing lease agreements." A true copy of the letter is attached as Exhibit C.
7. On July 9, 2013, Coeur d'Alene Placer responded to that letter, refusing to accept installment payments on the lease from July 1, 2013 to June 30, 2014, and demanding full payment of the annual rent. A true copy of the letter is attached to Exhibit D.
8. On August 7, 2013, the plaintiffs responded to that letter and enclosed a check for the annual rent for the lease term from July 1, 2013 to June 30, 2014. The plaintiffs reiterated, "We plan to continue our lease as we have for the past 19 years and we fully accept and acknowledge the conditions of the continuing lease agreements." A true copy of the letter is attached as Exhibit E.
9. On December 10, 2013, Kevin Boling of the Boling Company wrote to the plaintiffs, reminding them of his discussions with them about the sale of Coeur d'Alene Placer's property and the opportunity for them to buy the property. He notified the plaintiffs that the property was under contract for sale. He reminded them, "There remains a brief

period of time for you to make an offer to purchase this home site. Please let me know at your earliest convenience if that is an option for you. If purchase is not an option for you then we need to discuss your plans for vacating the property. Any unused portion of the rent will be returned to you when you do.” A true copy of the letter is attached as Exhibit F.

10. The plaintiffs did not make an offer to purchase their home site.
11. On January 28, 2014, Coeur d’Alene Placer, through counsel Michael K. Branstetter, sent “NOTICE OF TERMINATION” of the plaintiffs’ lease agreement. The “NOTICE OF TERMINATION” provided notice to the plaintiffs that that their tenancy under the oral lease agreement was being terminated on June 30, 2014 and demanded that the plaintiffs vacate the premises by midnight on June 30, 2014. A true and correct copy of the “NOTICE OF TERMINATION” is attached hereto as Exhibit G.
12. On March 6, 2014, the plaintiffs’ lawyer wrote to Michael K. Branstetter claiming a right of first refusal, threatening litigation if the matter were not resolved, and offering to purchase the leased property for the annual rent already paid. A true copy of the letter is attached as Exhibit H.
13. On March 18, 2014, Michael K. Branstetter wrote to the plaintiffs’ attorney, requested a copy of the right of first refusal claimed by the plaintiffs, notified the plaintiffs of their obligation to vacate the property at the expiration of the lease on June 30, 2014, rejected the plaintiffs’ offer to purchase for the rent already paid, and notified the plaintiffs of Idaho Code § 6-324 concerning attorney fees. A true copy of the letter is attached as Exhibit I.
14. On March 31, 2014, the plaintiffs’ lawyer responded to the letter. A true copy of the

letter is attached as Exhibit J. On April 30, 2014, the plaintiffs' lawyer wrote another letter to Michael K. Branstetter. A true copy of the letter is attached as Exhibit K.

15. On June 10, 2014, the plaintiffs' lawyer wrote to Idaho Forest Group requesting information about the sale of the real property to Idaho Forest Group and requesting a response to the plaintiffs' prior offer to purchase the property for the rent already paid. A true copy of the letter is attached as Exhibit L.

16. On June 16, 2014, James M. English, a lawyer for Idaho Forest Group notified the plaintiffs' lawyer that Idaho Forest Group had purchased all of the real property owned by Coeur d'Alene Placer, that Idaho Forest Group had been given the Notice of Termination of the plaintiffs' leasehold interest and its termination on June 30, 2014, and notifying the plaintiffs that Idaho Forest Group did not want to sell or lease the parcel. A true copy of the letter is attached as Exhibit M.

17. The plaintiffs' lease expired on June 30, 2014 and has not been renewed. The plaintiffs have unlawfully remained on the above-described property without right or authority of law have ousted IFG Timber LLC from it.

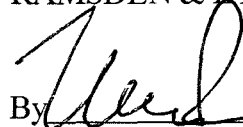
18. Since June 30, 2014, the plaintiffs have been in possession of the above-described real property and have withheld and continue to withhold possession of the property from IFG Timber LLC, all to its damage in an amount to be proven at trial, but no less than the monthly rental value of the property on which the plaintiffs unlawfully remain without right or authority of law.

WHEREFORE, IFG Timber LLC requests judgment against the plaintiffs for:

1. Restitution of the premises to IFG Timber LLC, and if necessary a writ of ejectment directing the Sheriff of Shoshone County, Idaho to remove the plaintiffs and their personal property from the premises;
2. Damages for the plaintiffs' unlawful detention or possession of the described premises from and after June 30, 2014 until delivery of possession of the premises to IFG Timber LLC in an amount to be proven at trial;
3. For its costs of suit;
4. For its attorney fees pursuant to the letter agreements executed by the plaintiffs and pursuant to Idaho Code § 6-324; and
5. For such further relief as the court deems just and proper.

DATED this 3 day of October, 2014.

RAMSDEN & LYONS, LLP

By 
Michael E. Ramsden, Of the Firm
Attorneys for IFG Timber LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 3 day of October, 2014, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

James McMillan
Attorney at Law
415 Seventh Street, Suite 7
Wallace, ID 83873

☒ US Mail
☐ Overnight Mail
☐ Hand Delivered
☐ Facsimile (208) 752-1900


Michael E. Ramsden

EXHIBIT A

Legal Description
A.J. Prichard Placer Mineral Survey 567 and
Combination Placer Mineral Survey 1762, Located at Section 35,
Township 50 North, Range 4 East B.M.
Shoshone County, Idaho

Exhibit "A"

Real property in the County of Shoshone, State of Idaho, described as follows:

PARCEL 1:

IDAHO BAR PLACER, M.S. 01 Amended, situated in Summit Mining District in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 10, Deeds, at page 109, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land lying within the boundaries of a right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road No. 117, which centerline is described as follows and conveyed by deed recorded as Instrument No. 367461, records of Shoshone County, State of Idaho:

Beginning at Engineer's centerline Station (hereinafter called Station) 324+34.60 ST; thence

South 83°42'00" East, 926.86 feet to Station 333+61.46 TS; said station being a point 1598.59 feet South and 197.21 feet East of the Northwest corner of Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: Beginning at the North side line of the Idaho Bar Placer at a point 349 feet South 79°35' East of Corner No. 8; thence

South 75°24'33" East, 991.04 feet (Shown of record as South 75°00' East) to the East side line of Idaho Bar Placer; thence

South 01°00' East, 183.6 feet to corner No. 6 of Idaho Bar Placer; thence

North 79°35' West, 65 feet to Corner No. 5 of Idaho Bar Placer; thence

North 00°9' East, 55.5 feet to Corner No. 4 of Idaho Bar Placer; thence

North 80°30' West, 624.62 feet to Corner No. 3 of Idaho Bar Placer; thence

South 01°44' West, 43 feet to Corner No. 2 of Idaho Bar Placer; thence

North 79°35' West, 330 feet to a point; thence

North 10°00' East, 250 feet to the point of beginning and sometimes referred to as Block 1 Ives Addition to Murray, Shoshone County, State of Idaho.

ALSO EXCEPT: Beginning at Corner No. 7 Idaho Bar Placer; thence

South 01°00" East, 34.11 feet to a point on the north boundary line of Main Street; thence

North 76°00' West, on and along said Main Street; 295 feet to a point; thence

North 15 feet to the North line of Idaho Bar Placer; thence

South 79°35' East, 293 feet to Corner No. 7 Idaho Bar Placer and the place of beginning; and sometimes referred to as Block 2 Ives Addition to Murray.

ALSO EXCEPT: All that certain lot, piece or parcel of land situated in the town of Murray, more particularly described as follows:

Beginning at the Northwest corner of said parcel of land from Corner No. 2 of the Alder No. 1 Placer claim designated as M.S. 1769, bears South 30°21' West, 19.62 feet from said

Northwest corner; thence

South 75° East, 40.24 feet to the Northeast corner; thence

South 19°08' West, 96.6 feet to the Southeast corner; thence

North 78°59' West, 34.02 feet to the Southwest corner; thence

North 15°22' East, 97.8 feet to the Northwest corner, the place of beginning.

ALSO EXCEPT: Using an astronomic meridian and beginning at Corner No. 1, drill steel monument, from whence the Northeast corner of Section 6, a brass capped monument bears North 11°48' East, 1067.61 feet distant and from whence, also the center of the letter "U" in the inscription "U.S.M.M. No. 1" at the mouth of Alder Gulch bears South 89°02'13" West, 6.51 feet; thence

South 13°21'55" West, 154.41 feet distance to Corner No. 2, a drill steel; thence

North 76°05'23" West, 123.33 feet distance said point being the true point of beginning; thence

North 75°05'23" West, 100.00 feet distance to Corner No. 3 a drill steel; thence

North 18°22'47" East, 160.33 feet distance to Corner No. 4; a drill steel; thence

South 73°02'47" East, 100.00 feet distance to a steel peg; thence

South 13°20'55" West, 154.41 feet more or less distance to the point of beginning.

PARCEL 2:

WOLF PLACER, M.S. 9, Lot 45, Patented Mining Claim situated in Coeur d'Alene Mining District in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book I, Deeds at page 477, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land lying in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of the Wolf, M.S. 45.

The said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117 as conveyed by deed recorded as Instrument No. 367461, records of Shoshone County, State of Idaho; which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 304+73.29 POT. Said station being a point 1022.53 feet South and 2509.67 feet East of the Northwest corner of Section 6, Township 49 North, Range 5 East, B.M.; thence

North 89°45'00" East, 148.57 feet to Station 306+21.86 TS; thence

On a spiral curve Right (SD=6°00'; the long chord of which bears South 88°15'00" East, 149.93 feet) 150.00 feet to Station 307+71.86 SC; thence

On a 716.197 foot radius curve Right, (the long chord of which bears South 76°27'30" East, 194.19 feet) 194.79 feet to Station 309+66.65 CS; thence

On a spiral curve Right (SD=6°00', the long chord of which bears South 64°40'00" East, 149.93 feet) 150.00 feet to Station 311+16.65 ST; thence

South 62°40'00" East, 116.28 feet to Station 312+32.93 TS; thence

On a spiral curve Left ($SD=1^{\circ}30'$, the long chord of which bears South $63^{\circ}10'00''$ East, 150.00 feet) 150.00 feet to Station 313+82.93 SC; thence

On a 2864.79 foot radius curve Left, (the long chord of which bears South $73^{\circ}11'00''$ East, 897.95 feet) 901.67 feet to Station 322+84.60 CS.

Bearings herein are based on the Idaho State Plane System.

PARCEL 3:

SILVER CITY PLACER, M.S. 292, Patented Mining Claim situated in Coeur d'Alene Mining District in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 343342, records of Shoshone County, State of Idaho.

EXCEPT: A tract of land being a part of the Silver City Placer described as follows:

Beginning at a point whence the Northeast corner of said Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho bears North $66^{\circ}04'17''$ East, 2542.70 feet distant; thence

South $06^{\circ}44'57''$ East, 373.66 feet; thence

South $69^{\circ}12'39''$ West, 280.18 feet; thence

North $74^{\circ}29'45''$ West, 240.66 feet; thence

North $12^{\circ}38'42''$ West, 390.42 feet; thence

North $87^{\circ}18'05''$ East, 535.99 feet to the point of beginning.

ALSO EXCEPT: A parcel of land lying in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of the Silver City Placer.

The said parcel being all that portion of said property lying within the boundaries of right of way as conveyed by deed recorded as Instrument No. 367461, records of Shoshone County, State of Idaho, hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 304+73.29 POT. Said Station being a point 1022.53 feet South and 2509.67 feet East of the Northwest corner of Section 6, Township 49 North, Range 5 East, B.M.; thence

North $89^{\circ}45'00''$ East, 148.57 feet to Station 306+21.86 TS; thence

On a spiral curve Right ($SD=6^{\circ}00'$; the long chord of which bears South $88^{\circ}15'00''$ East, 149.93 feet) 150.00 feet to Station 307+71.86 SC; thence

On a 716.197 foot radius curve Right, (the long chord of which bears South $76^{\circ}27'30''$ East, 194.79 feet to Station 309+66.65 CS.

Bearings herein are based on the Idaho State Plane System.

PARCEL 4:

LUCKY GULCH and JOHN MEYERS PLACER, M.S. 517, Patented Mining Claims situated in Coeur d'Alene Mining District in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 4, Deeds, at page 487, records of Shoshone County, State of Idaho.

PARCEL 5:

VIVIAN PLACER, M.S. 549, Patented Mining Claim situated in Summit Mining District in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book I, Miscellaneous, at page 429, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land lying in the Vivian Placer more particularly described as follows:

Beginning at Corner No. 1 of the J.C. Baker Fraction Placer, M.S. 1112; thence

North 75°34'41" West, a distance of 931.18 feet (shown of record as 931.66 feet) to U.S. Mineral Monument No. 1 from which Corner No. 1 of said Vivian Placer bears North 71°45'00" West, a distance of 220.10 feet; thence

North 66°54'52" West, a distance of 555.03 feet to the True Point of Beginning; thence

North 19°06'03" East, a distance of 150.00 feet to a point; thence

North 70°53'22" West, a distance of 100.00 feet to a point; thence

South 19°06'03" West, a distance of 150.00 feet to a point; thence

South 70°53'22" East, a distance of 100.00 feet to the true point of beginning.

ALSO EXCEPT: Being a tract of land lying within the Cora Amended M.S. 1064 and Vivian, M.S. 549 Patented Mining Claims situated in Coeur d'Alene/Summit Mining Districts more particularly described as follows:

Using an astronomic meridian and beginning at a point designated by drill steel monument, from whence the closing corner of Sections 5 and 6, Township 49 North, Range 5 East, B.M., firmly set and marked as described in the official record, bears North 38°38.4' East, 1158.19 feet distant; thence

South 14°43.8' West, 169.85 feet distant to Corner No. 2, a drill steel monument, thence

North 75°06.8' West 167.76 feet distant to Corner No. 3, a drill steel monument; thence

North 14°26.1' East, 149.57 feet distant to Corner No. 4, a drill steel monument; thence

South 81°58.7' East, 169.70 feet distant to Corner No. 1, the place of beginning.

ALSO EXCEPT: Being a tract of land lying in the Northeast quarter of Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Using an astronomic meridian and beginning at Corner No. 1 a drill steel monument from whence the Northeast Corner of said Section 6, a brass capped monument, bears North 28°11'39" East, 1090.50 feet distant and from whence also the center of the letter "U" in the inscription "U.S.M.M. No. 1" at the mouth of Alder Gulch bears South 74°30' East, 306.50 feet; thence

South 14°17'38" West, 164.48 feet to Corner No. 2, a drill steel; thence

North 76°14'51" West, 71.05 feet to Corner No. 3, a drill steel; thence

North 12°02'34" East, 172.16 feet to Corner No. 4, a drill steel; thence

South 70°39'29" East, 78.11 feet to Corner No. 1 and place of beginning.

ALSO EXCEPT: Being a tract of land lying in the Northeast quarter of Section 6, Township 49

North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Using an astronomic meridian and beginning at Corner No. 1 a drill steel monument from whence the Northeast Corner of said Section 6, a brass capped monument, bears North 23°20'02" East, 1069.88 feet distant and from whence also the center of the letter "U" in the inscription "U.S.M.M. No. 1" at the mouth of Alder Gulch bears South 72°50'21" East, 212.72 feet; thence

South 18°22'38" West, 166.33 feet to Corner No. 2, a drill steel; thence

North 76°04'56" West, 82.03 feet to Corner No. 3, a drill steel; thence

North 14°17'38" East, 164.48 feet to Corner No. 4, a drill steel; thence

South 76°54'24" East, 93.89 feet to Corner No. 1 and place of beginning.

ALSO EXCEPT: Being a tract of land situated in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and also being a portion of MS 1064, more particularly described as follows:

Beginning at a point whence U.S.M.M. #1 bears North 83°23'28" East, 435.33 feet distant; thence

North 76°10'40" West, 91.31 feet; thence

North 14°55'05" East, 161.29 feet; thence

Along a 20 ft road the following:

South 60°32'57" East, 44.23 feet; thence

South 47°22'59" East, 36.70 feet; thence

South 08°37'23" East, 34.54 feet; thence

South 13°39'28" West, 99.75 feet to the point of beginning.

ALSO EXCEPT: A tract of land lying within the Cora Amended M.S. 1064 and Vivian, M.S. 549 Patented Mining Claims situated in Coeur d'Alene/Summit Mining Districts more particularly described as follows:

Using an astronomic meridian and beginning at a point designated by drill steel monument, from whence the closing corner of Sections 5 and 6, Township 49 North, Range 5 East, B.M., firmly set and marked as described in the official record, bears North 38°38.4' East, 1158.19 feet distant; thence

North 81°58.7' West, 56.70 feet distant to Corner No. 1 and the place of beginning; thence

South 14°26.1' West, a distance of 160 feet to Corner No. 2; thence

North 75°06.8' West a distance of 113 feet to Corner No. 3; thence

North 14°26' East, a distance of 149.57 feet to corner No. 4; thence

South 81°58.7' East, 113 feet to Corner No. 1 and the place of beginning.

PARCEL 6:

WILSON PLACER, M.S. 850, Patented Mining Claim situated in Coeur d'Alene Mining District in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho.

Patent recorded in Book I, deeds, at page 51, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land lying in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of the Wilson Placer Mining Claim as conveyed by deed recorded as Instrument No. 367461, records of Shoshone County, State of Idaho.

Said parcel being all that portion of property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 313+82.93 SC; thence

On a 2864.79 foot radius curve Left (the long chord of which bears South 73°11'00" East, 897.95 feet) 901.67 feet to Station 322+84.60 CS; thence

On a spiral curve Left (SD=1°30', the long chord of which bears South 83°12'00" East, 150.00 feet) 150.00 feet to Station 324+34.60 ST; thence

South 83°42'00" East, 926.86 feet to Station 333+61.46 TS. Said station being a point 1598.59 feet South and 197.21 feet East of the Northwest corner of Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho.

Bearings herein are based on the Idaho State Plane System.

PARCEL 7:

O'NEIL PLACER, M.S. 1060, Patented Mining Claim situated in Coeur d'Alene Mining District in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 10, Deeds, at page 62, records of Shoshone County, State of Idaho.

PARCEL 8:

ZELLA PLACER, M.S. 1063 Patented Mining Claim, situated in Coeur d'Alene Mining District in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 11, Deeds, at page 29, records of Shoshone County, State of Idaho.

PARCEL 9:

CORA AMENDED, M.S. 1064, Patented Mining Claim situated in Coeur d'Alene Mining District in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 10, Deeds, at page 116, records of Shoshone County, State of Idaho.

EXCEPT: Being a tract of land lying within the Cora Amended M.S. 1064 and Vivian, M.S. 549 Patented Mining Claims situated in Coeur d'Alene/Summit Mining Districts more particularly described as follows:

Using an astronomic meridian and beginning at a point designated by drill steel monument, from whence the closing corner of Sections 5 and 6, Township 49 North, Range 5 East, B.M., firmly set and marked as described in the official record, bears North 38°38.4' East, 1158.19 feet distant; thence

North 81°58.7' West, 56.70 feet distant to Corner No. 1 and the place of beginning; thence

South 14°26.1' West, a distance of 160 feet to Corner No. 2; thence

North 75°06.8' West a distance of 113 feet to Corner No. 3; thence

North 14°26' East, a distance of 149.57 feet to corner No. 4; thence

South 81°58.7' East, 113 feet to Corner No. 1 and the place of beginning.

ALSO EXCEPT: Being a tract of land lying in the Northeast quarter of Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Using an astronomic meridian and beginning at Corner No. 1 a drill steel monument from whence the Northeast Corner of said Section 6, a brass capped monument, bears North 28°11'39" East, 1090.50 feet distant and from whence also the center of the letter "U" in the inscription "U.S.M.M. No. 1" at the mouth of Alder Gulch bears South 74°30' East, 306.50 feet; thence

South 14°17'38" West, 164.48 feet to Corner No. 2, a drill steel; thence

North 76°14'51" West, 71.05 feet to Corner No. 3, a drill steel; thence

North 12°02'34" East, 172.16 feet to Corner No. 4, a drill steel; thence

South 70°39'29" East, 78.11 feet to Corner No. 1 and place of beginning.

ALSO EXCEPT: Being a tract of land lying in the Northeast quarter of Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Using an astronomic meridian and beginning at Corner No. 1 a drill steel monument from whence the Northeast Corner of said Section 6, a brass capped monument, bears North 23°20'02" East, 1069.88 feet distant and from whence also the center of the letter "U" in the inscription "U.S.M.M. No. 1" at the mouth of Alder Gulch bears South 72°50'21" East, 212.72 feet; thence

South 18°22'38" West, 166.33 feet to Corner No. 2, a drill steel; thence

North 76°04'56" West, 82.03 feet to Corner No. 3, a drill steel; thence

North 14°17'38" East, 164.48 feet to Corner No. 4, a drill steel; thence

South 76°54'24" East, 93.89 feet to Corner No. 1 and place of beginning.

ALSO EXCEPT: Being a parcel of land situated in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and also being a part of the Cora Amended Placer Mining Claim, M.S. 1064, and more particularly described as follows:

Beginning at a point whence the Northeast corner of said Section 6 bears North 40°59'38" East, 1188.097 feet distant; thence

South 14°26'06" West, 160.00 feet; thence

South 75°06'48" East, 79.76 feet; thence

North 14°55'05" East, 169.76 feet; thence

North 81°58'42" West, 81.70 feet to the point of beginning.

ALSO EXCEPT: Being a tract of land situated in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and a portion of M.S. 1064 and more particularly described as follows:

Beginning at a point from whence U.S.M.M. No. 1 bears North 83°23'28" East, 435.33 feet distant; thence

North 76°10'40" West, 91.31 feet; thence

North 14°55'05" East, 161.29 feet; thence along a 20 foot road the following:

South 60°32'57" East, 44.23 feet; thence

South 47°22'59" East, 36.70 feet; thence

South 08°37'23" East, 34.54 feet; thence

South 13°39'28" West, 99.75 feet to the point of beginning.

PARCEL 10:

J.C. BAKER FRACTION, M.S. 1112, Patented Mining Claim situated in Summit Mining District in Sections 5 and 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 10, Deeds, at page 485, records of Shoshone County, State of Idaho.

EXCEPT: All that certain lot, piece or parcel of land situated in the town of Murray, more particularly described as follows:

Beginning at the Northwest corner of said parcel of land from Corner No. 2 of the Alder Gulch Placer claim designated as M.S. 1769, bears South 30°21' West, 19.62 feet from said Northwest corner; thence

South 75° East, 40.24 feet to the Northeast corner; thence

South 19°08' West, 96.6 feet to the Southeast corner; thence

North 78°59' West, 34.02 feet to the Southwest corner; thence

North 15°22' East, 97.8 feet to the Northwest corner, the place of beginning.

ALSO EXCEPT: A portion of the J.C. Baker Fraction, M.S. 1112 Patented Mining Claim situated in Summit Mining District in Sections 5 and 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and sometimes referred to as all of Block 3 Murray Sun Map, an unofficial and unrecorded plat of the townsite of Murray described as follows:

Beginning at a point on Main Street from whence U.S.M.M. No. 1 bears North 38°31'40" West, 228.78 feet and point being the Southwest corner of Lot 1, Block 3 Murray Sun Map, an official and unrecorded plat of Murray; thence

North 12°36'18" East, 150.00 feet to a point, being the Northwest corner of Lot 1, Block 3, Murray Sun Map; thence

South 77°23'42" East, 300.00 feet to a point, being the Northeast corner of Lot 12, Block 3, Murray Sun Map; thence

South 12°36'18" West, 150.00 feet to a point being the Southeast corner of Lot 12, Block 3, Murray Sun Map; thence

North 77°23'42" West, 300.00 feet to the point of beginning.

ALSO EXCEPT: Beginning at a point from whence Corner No. 4 of the Alder No. 1 Placer, M.S. 1769 Amended bears South 77°56'00" East, 271.28 feet; said point being the Northeast corner of Lot 12, Block 1 Murray Sun Map, an unofficial and unrecorded plat thereof; thence

South 12°27'00" West, 107.40 feet to a point, being the Southeast corner of Lot 12, Block 1,

Murray Sun Map; thence

North 77°33'00" West, 75.00 feet to a point, being the Southwest corner of Lot 10, Block 1, Murray Sun Map; thence

North 12°27'00" East, 106.90 feet to a point, being the Northwest corner of Lot 10, Block 1 Murray Sun Map; thence

South 77°56'00" East, 75.00 feet to a point, being the Northeast corner of Lot 12, Block 1 Murray Sun Map; and the True Point of Beginning.

ALSO EXCEPT: A portion of the J.C. Baker Fraction, M.S. 1112 and the Discovery Placer, M.S. 1145 Patented Mining Claims situated in Summit Mining District in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and sometimes referred to as all of Block 6 Murray Sun Map, an unofficial and unrecorded plat of the townsite of Murray more particularly described as follows:

Beginning at Corner No. 3 of Lot 22 Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho; thence

South 77°56' East, 29.96 feet to a point on the West line of Lot 1, Block 6, Murray Sun Map, an unofficial and unrecorded plat, and the True Point of Beginning; thence

South 12°27'00" West, 110.22 feet to a point being the Southwest corner of Lot 1, Block 6, Murray Sun Map; thence

South 77°33'00" East, 301.18 feet to a point being the Southeast corner of Lot 12, Block 6, Murray Sun Map; thence

North 12°27'00" East, 110.90 feet to a point on Lot 25, Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho; thence

North 77°56'00" West, 301.18 feet to the True Point of Beginning.

ALSO EXCEPT: That portion of Second Street vacated by Shoshone County by Resolutions recorded as Instrument No. 396256 and by Instrument No. 396539 and amended by Resolution recorded as Instrument No. 396903, records of Shoshone County, State of Idaho.

ALSO EXCEPT: Tracts of land situated in Sections 5 and 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho being portions of Discovery, M.S. 1145 and J.C. Baker Fraction, M.S. 1112 patented mining claims and more particularly described as being Main Street, Keeler Street, 1st Street, 2nd Street and 3rd Street as shown on the Sun Map of the historical town site of Murray, an unofficial and unrecorded plat and sometimes defined as follows:

Main Street is defined as being 80 feet in width running East to West for a distance of approximately 2,475 feet beginning at Gold Run Gulch on the East and lying between Blocks 1 and 2, Blocks 3 and 4, Blocks 6 and 7, Blocks 9 and 10 and Blocks 12 and 13 as shown on said plat and ending at Buckskin Gulch on the West.

Keeler Street is defined as being 60 feet in width running North to South for a distance of approximately 330 feet and lying between Blocks 9 and 12, Blocks 10 and 13, Block 11 and ending at Prichard Creek.

1st Street is defined as being 60 feet in width running North to South for approximately 425 feet and lying between Blocks 6 and 9, Blocks 7 and 10 and Blocks 8 and 11 in said plat.

2nd Street is defined as being 60 feet in width running North to South for approximately 425 feet and lying between Blocks 3 and 6, Blocks 4 and 7, Blocks 5 and 8 in said plat.

3rd Street is defined as being 60 feet in width running North to South for approximately 425

feet and lying between Blocks 1 and 3, Blocks 2 and 4, and adjacent to Block 5 of said plat.

PARCEL 11:

RICE PLACER, M.S. 1116, Patented Mining Claim situated in Coeur d'Alene Mining District in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 9, Deeds, at page 378, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land lying in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of the Rice Placer, M.S. 1116.

The said parcel being all that portion of said property lying within the boundaries of a 100 foot right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 313+82.93 SC; thence

On a 2864.79 foot radius curve left, the long chord of which bears South 73°11'00" East, 897.95 feet, 901.67 feet to Station 322+84.60 CS.

Bearings therein are based on the Idaho State Plane System.

PARCEL 12:

DISCOVERY PLACER, M.S. 1145, Patented Mining Claim situated in Summit Mining District in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 10, Deeds, at page 224, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land lying in Sections 5 and 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of Discovery Placer, M.S. 1145 as conveyed by deed recorded as Instrument No. 367461, records of Shoshone County, State of Idaho.

The said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 324+34.60 ST; thence

South 83°42'00" East, 926.86 feet to Station 333+61.46 TS. Said Station being a point 1598.59 feet South and 197.21 feet East of the Northwest corner of Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho; thence

On a spiral curve Right (SD=1°30', the long chord of which bears South 83°12'00" East, 150.00 feet) 150.00 feet to Station 335+11.46 CS; thence

On a 2864.79 foot radius curve Right (the long chord of which bears South 80°39'00" East, 154.98 feet) 155.00 feet to Station 336+66.46 CS; thence

On a spiral curve Right (SD=1°30', the long chord of which bears South 78°06'00" East, 150.00 feet) 150.00 feet to Station 338+16.46 ST; thence

South 77°36'00" East, 128.07 feet to Station 339+44.52 TS; thence

On a spiral curve Right (SD=2°37'30", the long chord of which bears South 76°43'30" East, 149.99 feet) 150.00 feet to Station 340+94.52 SC; thence

On a 1637.02 foot radius curve Right (the long chord of which bears South 62°43'00" East, 695.14 feet) 700.48 feet to Station 347+95.00 CS; thence

On a spiral curve Right ($SD=2^{\circ}37'30''$, the long chord of which bears South $48^{\circ}42'30''$ East, 149.99 feet) 150.00 feet to Station 349+45.00 ST; thence

South $47^{\circ}50'00''$ East, 626.97 feet to Station 355+71.97 TC; thence

On a 11459.16 foot radius curve Left (the long chord of which bears South $53^{\circ}01'04''$ East, 2070.94 feet) 2073.77 feet to Station 376+45.74 PT.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A tract of land situated in Discovery, M.S. 1145 Patented Mining Claim sometimes referred to as all of Block 7 Murray Sun Map, an unofficial and unrecorded plat of the townsite of Murray as follows:

Beginning at a point from whence U.S.M.M. No. 1 bears North $54^{\circ}50'30''$ West, 582.72 feet, a point being the Northwest corner of Lot 1, Block 7, Murray Sun Map; an unofficial and unrecorded plat thereof; thence

South $77^{\circ}23'42''$ East, 300.00 feet to a point being the Northeast corner of Lot 12, Block 7, Murray Sun Map; thence

South $12^{\circ}36'18''$ West, 145.00 feet to a point being the Southeast corner of Lot 12, Block 7, Murray Sun Map; thence

North $77^{\circ}23'42''$ West, 300.00 feet to a point being the Southwest corner of Lot 1, Block 7, Murray Sun Map; thence

North $12^{\circ}36'18''$ East, 145.00 feet to the point of beginning.

ALSO EXCEPT: A tract of land situated in Discovery, M.S. 1145 Patented Mining Claim sometimes referred to as all of Block 4 Murray Sun Map, an unofficial and unrecorded plat of the townsite of Murray as follows:

Beginning at a point from whence U.S.M.M. No. 1 bears North $54^{\circ}50'30''$ West, 582.72 feet; thence North $77^{\circ}23'42''$ West, 60.00 feet to the true point of beginning and being the Northeast corner of Lot 12, Block 4, Murray Sun Map, an unofficial and unrecorded plat thereof; thence

North $77^{\circ}23'42''$ West, 300.00 feet to the Northwest corner of Lot 1, Block 4, Murray Sun Map; thence

South $12^{\circ}36'18''$ West, 145.00 feet to the Southwest corner of Lot 1, Block 4, Murray Sun Map; thence

South $77^{\circ}23'42''$ East, 300.00 feet to the Southeast corner of Lot 12, Block 4, Murray Sun Map; thence

North $12^{\circ}36'18''$ East, 145.00 feet to the true point of beginning.

ALSO EXCEPT: A portion of the J.C. Baker Fraction, M.S. 1112 and the Discovery Placer, M.S. 1145 Patented Mining Claims situated in Summit Mining District in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and sometimes referred to as all of Block 6, Murray Sun Map, an unofficial and unrecorded plat of the townsite of Murray more particularly described as follows:

Beginning at Corner No. 3 of Lot 22 Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho; thence

South $77^{\circ}56'$ East, 29.96 feet to a point on the West line of Lot 1, Block 6, Murray Sun Map, an unofficial and unrecorded plat, and the True Point of Beginning; thence

South 12°27'00" West, 110.22 feet to a point being the Southwest corner of Lot 1, Block 6, Murray Sun Map; thence

South 77°33'00" East, 301.18 feet to a point being the Southeast corner of Lot 12, Block 6, Murray Sun Map; thence

North 12°27'00" East, 110.90 feet to a point on Lot 25, Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho; thence

North 77°56'00" West, 301.18 feet to the True Point of Beginning.

ALSO EXCEPT: That portion of Second Street vacated by Shoshone County by Resolutions recorded as Instrument No. 396256 and by Instrument No. 396539 and amended by Resolution recorded as Instrument No. 396903, records of Shoshone County, State of Idaho.

ALSO EXCEPT: A portion of Discovery Placer, M.S. 1145, situated in Summit Mining District in Section 5, Township 49 North, Range 5 East, B.M. Shoshone County, State of Idaho and sometimes referred to as all of Block 9, Murray Sun Map, an unofficial and unrecorded plat of the townsite of Murray described as follows:

Beginning at a point from whence U.S.M.M. No. 1 bears North 70°33'44" West, 1206.70 feet, a point referred to as the Southeast corner of Lot 12, Block 9, Murray Sun Map, an unofficial and unrecorded plat; thence

North 12°36'17" East, 200.00 feet to the Northeast corner of Lot 14, Block 9, Murray Sun Map; thence

North 77°56'43" West, 150.00 feet to the Northwest corner of Lot 14, Block 9, Murray Sun Map; thence

South 12°36'17" West, 50.00 feet to the Southwest corner of Lot 13, Block 9, Murray Sun Map; thence

North 77°56'42" West, 150.00 feet to the Northwest corner of Lot 1, Block 9, Murray Sun map; thence

South 12°36'17" West, 150.00 feet to the Southwest corner of Lot 1, Block 9, Murray Sun Map; thence

South 77°23'43" East, 300.00 feet to the True Point of Beginning.

ALSO EXCEPT: A portion of Discovery Placer, M.S. 1145, Patented Mining Claim situated in Summit Mining District in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and sometimes referred to as all of Block 10 Murray Sun Map, an unofficial and unrecorded plat of the townsite of Murray described as follows:

Beginning at a point from whence U.S.M.M. No. 1 bears North 65°04'10.9" West, 1047.27 feet; a point sometimes referred to as the Northwest corner of Lot 6, Block 10, Murray Sun Map, an unofficial and unrecorded plat; thence

South 77°23'47" East, 175.00 feet to the Northeast corner of Lot 12, Block 10, Murray Sun Map; thence

South 12°36'17.2" West, 150.00 feet to a point being the Southeast corner of Lot 12, Block 10, Murray Sun map; thence

North 77°23'42.8" West, 300.00 feet to a point being the Southwest corner of Lot 1, Block 10, Murray Sun Map; thence

North 12°36'17.2" East, 150.00 feet to the Northwest corner of Lot 1, Block 10, Murray Sun

Map; thence

South 77°23'47" East, 125.00 feet to the True Point of Beginning.

ALSO EXCEPT: A portion of Discovery Placer, M.S. 1145 Patented Mining Claim situated in Summit Mining District in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and sometimes referred to as all of Block 12 Murray Sun Map an unofficial and unrecorded plat described as follows:

Beginning at a point on the North side line of Main Street as it intersects Gold Run Gulch Road from whence U.S.M.M. No. 1 bears North 73°28'23" West, 1988.33 feet, the Southeast corner of Lot 29, Block 12, Murray Sun Map, an unofficial and unrecorded plat; thence

North 77°23'42" West, 725 feet on and along the North boundary of Main Street to the Southwest corner of Lot 1, Block 12, Murray Sun Map; thence

North 12°36'17" East, 145.00 feet to a point to the Northwest corner of Lot 1, Block 12, Murray Sun Map; thence

South 77°23'42" East, 725 feet to a point being the Northeast corner of Lot 29, Block 12, Murray Sun Map; thence

South 12°38'17" West, 145.00 feet to the point of beginning.

ALSO EXCEPT: A portion of Discovery Placer, M.S. 1145 Patented Mining Claim situated in Summit Mining District in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and sometimes referred to as all of Block 13 Murray Sun Map an unofficial and unrecorded plat of the townsite of Murray described as follows:

Beginning at a point from whence Corner No. 1 of Snow Bird, M.S. 1738 bears North 67°12'16" East, 328.54 feet wherein said point is sometimes referred to as the Northeast corner of Lot 9, Block 13 Murray Sun Map, an unofficial and unrecorded plat; thence

North 77°52'00" West, 225.00 feet to a point sometimes referred to as the Northwest corner of Lot 1, Block 13 Murray Sun Map, an unofficial and unrecorded plat; thence

South 12°08'00" West, 150.00 feet to a point sometimes referred to as the Southwest corner of Lot 1, Block 3 Murray Sun Map, an unofficial and unrecorded plat; thence

South 77°52'00" east, 300 feet to a point sometimes referred to as the Southwest corner of Lot 12, Block 13 Murray Sun Map, an unofficial and unrecorded plat; thence

South 12°08'00" West, 7.0 feet to a point sometimes referred to as the Southwest corner of Lot 13, Block 13 Murray Sun Map an unofficial and unrecorded plat; thence

South 87°05'01" East, 151.96 feet to a point sometimes referred to as the Southeast corner of Lot 18, Block 13 Murray Sun Map an unofficial and unrecorded plat; thence

South 87°37'42" East, 76.13 feet to a point' thence

South 77°48' East, 75 feet to a point sometimes referred to as the Southeast corner of Lot 24, Block 13 Murray Sun Map an unofficial and unrecorded plat thereof; thence

South 77°48' East 100 feet to a point sometimes referred to as the Southeast corner of Lot 28, Block 13 Murray Sun Map an unofficial and unrecorded plat; thence

South 12°36'17" West, 87.00 feet; thence

South 77°23'43" East, 104.62 feet to a point; thence

North 22°38'12" East, 203.11 feet to a point; thence

North 77°06'45" West (shown of record as North 77°23'43" West) 240.00 feet to a point sometimes referred to as the Northwest corner of Lot 25, Block 13 Murray Sun Map an unofficial and unrecorded plat and said point also being South 452°47'16" East 2272.25 feet from the Northwest corner of Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho; thence

North 77°06'45" West (shown of record as North 44°48' West) 150.00 feet to a point sometimes referred to as the Northwest corner of Lot 19, Block 13 Murray Sun Map, an unofficial and unrecorded plat; thence

North 77°06'45" West, 226.01 (shown of record as North 77°52'00" West, 225 feet) to the point of beginning.

ALSO EXCEPT: That portion of First Street as vacated by Resolution 95-20 recorded June 5, 1995 as Instrument No. 367462, records of Shoshone County, State of Idaho.

ALSO EXCEPT: Tracts of land situated in Sections 5 and 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho being portions of Discovery, M.S. 1145 and J.C. Baker Fraction, M.S. 1112 patented mining claims and more particularly described as being Main Street, Keeler Street, 1st Street, 2nd Street and 3rd Street as shown on the Sun Map of the historical town site of Murray, an unofficial and unrecorded plat and sometimes defined as follows:

Main Street is defined as being 80 feet in width running East to West for a distance of approximately 2,475 feet beginning at Gold Run Gulch on the East and lying between Blocks 1 and 2, Blocks 3 and 4, Blocks 6 and 7, Blocks 9 and 10 and Blocks 12 and 13 as shown on said plat and ending at Buckskin Gulch on the West.

Keeler Street is defined as being 60 feet in width running North to South for a distance of approximately 330 feet and lying between Blocks 9 and 12, Blocks 10 and 13, Block 11 and ending at Prichard Creek.

1st Street is defined as being 60 feet in width running North to South for approximately 425 feet and lying between Blocks 6 and 9, Blocks 7 and 10 and Blocks 8 and 11 in said plat.

2nd Street is defined as being 60 feet in width running North to South for approximately 425 feet and lying between Blocks 3 and 6, Blocks 4 and 7, Blocks 5 and 8 in said plat.

3rd Street is defined as being 60 feet in width running North to South for approximately 425 feet and lying between Blocks 1 and 3, Blocks 2 and 4, and adjacent to Block 5 of said plat.

PARCEL 13:

DIG UP PLACER, M.S. 1725 Patented Mining Claim situated in Summit Mining District in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303091, records of Shoshone County, State of Idaho.

PARCEL 14:

SNOW BIRD PLACER, M.S. 1738 Patented Mining Claim situated in Summit Mining District in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303092, records of Shoshone County, State of Idaho.

EXCEPT: A tract of land being a portion of Snow Bird, M.S. 1738 Patented Mining Claim situated in Summit Mining District in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and more particularly described as follows:

Beginning at a point from whence U.S.M.M. No. 1 bears North 78°17'23" West, 1947.29 feet; thence

North 26°53'15" East, 100.00 feet to a point; thence

South 63°51'39" East, 78.65 feet to a point on existing county maintained road; thence

Along said existing county maintained road, South 29°48'27" West, 71.55 feet to a point; thence

Continuing along said existing county maintained road, South 26°53'15" West, a distance of 29.56 feet to a point; thence

North 63°06'45" West, 75.00 feet to the point of beginning and sometimes referred to as Parcel 1, Short Plat SP-020-91 recorded as Instrument No. 348622, records of Shoshone County, State of Idaho.

ALSO EXCEPT: A tract of land being a portion of Snow Bird, M.S. 1738 Patented Mining Claim situated in Summit Mining District in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and more particularly described as follows:

Beginning at a point from whence U.S.M.M. No. 1 bears North 78°17'23" West, 1947.29 feet; thence

North 26°53'15" East, 100.00 feet to a point; thence

South 63°51'39" East, 78.65 feet to a point on existing county maintained road; thence

Along said existing county maintained road, North 29°48'27" East, 72.24 feet to a point; thence

North 41°58'53" East, 88.90 feet to a point; thence

North 41°41'20" East, 132.90 feet to a point; thence

South 53° East, 25.08 feet to the TRUE POINT OF BEGINNING; thence

South 53° East, 20.00 feet to a point; thence

South 31°51'55" West, 160.30 feet to a point; thence

South 26°20'08" West, 81.67 feet to a point; thence

South 28°48'41" West, 84.56 feet to a point; thence

South 33°08'23" West, 26.84 feet to a point; thence

South 25°13'38" West, 81.78 feet to a point; thence

South 09°20'05" West, 79.27 feet to a point on the Thompson Pass Road; thence

North 75°58'10" West, 67.53 feet to a point; thence

On and along a curve to the right, Delta Angle 92°34'08", Radius 17.50 feet, Long chord bearing North 29°40'41" West, 28.27 feet to a point; thence

North 16°35'58" East, 62.52 feet to a point; thence

North 26°53'15" East, 99.55 feet to a point; thence

North 29°48'27" East, 73.76 feet to a point; thence

North 35°39'52" East, 65.45 feet to a point; thence

North 41°58'53" East, 87.58 feet to a point thence

North 41°41'20" East, 135.01 feet to the TRUE POINT OF BEGINNING; and sometimes referred to as Parcels 2, 3, and 4, Short Plat SP-020-91 recorded as Instrument No. 348622, records of Shoshone County, State of Idaho.

ALSO EXCEPT: A portion of Discovery Placer, M.S. 1145 and the Snow Bird, M.S. 1378 Patented Mining Claims situated in Summit Mining District in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and sometimes referred to as all of Block 12 Murray Sun Map an unofficial and unrecorded plat of the townsite of Murray described as follows:

Beginning at a point on the North side line of Main Street as it intersects Gold Run Gulch Road from whence U.S.M.M. No. 1 bears North 73°28'23" West, 1988.33 feet, and a point sometimes referred to as the Southeast corner of Lot 29, Block 12, Murray Sun Map, an unofficial and unrecorded plat; thence

North 77°23'42" West, 725 feet on and along the North boundary of Main Street to the Southwest corner of Lot 1, Block 12, Murray Sun Map; thence

North 12°36'17" East, 145.00 feet to a point to the Northwest corner of Lot 1, Block 12, Murray Sun Map; thence

South 77°23'42" East, 725 feet to a point being the Northeast corner of Lot 29, Block 12, Murray Sun Map; thence

South 12°38'17" West, 145.00 feet to the point of beginning.

PARCEL 15:

BUTTE MINING COMPANY'S PLACER, M.S. 3, Lot 39, Patented Mining Claim situated in Summit Mining District in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303088, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land lying in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of Butte Mining Company Placer, M.S. 3.

The said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road No. 117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called station) 355+71.97 TC; thence

On a 11459.16 foot radius curve left, long chord of which bears South 53°01'04" East, 2070.94 feet, 2073.77 feet to Station 376+45.74 PT; thence

South 58°12'08" East, 800.15 feet to Station 384+45.88 TS.

Bearings herein are based on the Idaho State Plane System.

PARCEL 16:

SKOOKUM, M.S. 19, Lot 55, Patented Mining Claim situated in Coeur d'Alene Mining District in Section 1, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book X, Deeds, at page 358, records of Shoshone County, State of Idaho.

ALSO EXCEPT: Being a tract of land located in No. 9 Patented Mining Claim, M.S. 1728 and

Skookum, M.S. 19 Patented Mining Claim situated in Coeur d'Alene Mining District in Sections 1 and 2, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho and more particularly described as follows:

Beginning at Corner No. 8 of M.S. 1728 No. 9 from whence U.S. M.M. No. 1 bears North 82°39'25" East, 9077.64 feet distant; thence

North 74°15' West, 600.00 feet; thence

North 66°41'45" West, 521.20 feet; thence

North 17°31'28" West, 113.91 feet; thence

North 44°26' East, 53.50 feet; thence

South 75°01 East, 1226.15 feet; thence

South 33°28' West, 238.40 feet to the point of beginning.

PARCEL 17:

GROUSE, M.S. 20, Lot 56, Patented Mining Claim situated in Coeur d'Alene Mining District in Section 1, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book X, Deeds, at page 355, records of Shoshone County, State of Idaho.

PARCEL 18:

GOLDEN KING LODGE, M.S. 18, (399) Lot 54 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 1, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book X, Deeds, at page 530, records of Shoshone County, State of Idaho.

PARCEL 19:

JOE DANDY, M.S. 506 Patented Mining Claim situated in Summit Mining District in Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book A, Patents, at page 502, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land lying in Sections 4 and 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho, being a portion of the Joe Dandy Lode claim lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 394+25.38 ST; thence

South 50°25'31" East, 956.25 feet to Station 403+79.83 TS, said station being a point 1972.57 feet South 89°21'11" West of the North 1/4 corner of Section 9, Township 49 North, Range 5 East, B.M.; thence

On a spiral curve Left (SD=2°00', the long chord of which bears South 51°05'31" East, 199.99 feet) 200.00 feet to Station 405+79.83 SC; thence

On a 2864.79 foot radius curve Left (the long chord of which bears South 61°31'31" East, 906.18 feet) 910.00 feet to Station 414+89.83 CS.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A portion of the Joe Dandy, M.S. 506 situated in Summit Mining District described as follows:

Beginning at Corner No. 1 of the Mill Site, identical with Corner No. 1 of Joe Dandy Lode; thence

South 36°39' West, 195 feet to Corner No. 2 of Mill Site; thence

South 50°3' East, 764 feet to Corner No. 3 of Mill Site; thence

North 44°54' East, 304.5 feet to Corner No. 4 of Mill Site; thence

North 49°47' West, 300.9 feet to Corner No. 5 of Mill Site; thence

North 50°30' West, 213.4 feet to Corner No. 6 of Mill Site; thence

South 61°00' West, 200.84 feet to Corner No. 7 of Mill Site; thence

North 27°6' West, 200 feet to Corner No. 8 of Mill Site; thence

North 48°07'22" West, 30.92 feet (Shown of Record as North 46° West 30.8 feet) to Corner No. 1, the place of beginning.

PARCEL 20:

GELATT PLACER, M.S. 545 Patented Mining Claim, situated in Summit Mining District in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 6, Deeds, at page 305, records of Shoshone County, State of Idaho.

PARCEL 21:

A. J. PRICHARD PLACER, M.S. 567 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 35, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 9, Deeds, at page 440, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land being on both sides of the centerline of Idaho Emergency Relief Project ERFO-9(3). Highway survey as shown on the plans thereof now on file in the Office of the County Commissioners of Shoshone County, State of Idaho and being a portion of A.J. Prichard Placer Claim in the Northwest 1/4 of Section 35, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho described as follows, to-wit:

Beginning at a point North 58°48'38" East, 209.62 feet from the Northwest corner (Corner No. 4) of the A. J. Prichard Placer; thence

Continuing on the same bearing, 135.03 feet; thence

South 46°52'23" East, 186.09 feet; thence

South 43°07'37" West, 130.00 feet; thence

North 46°52'23" West, 222.59 feet to the point of beginning.

ALSO EXCEPT: A tract of land being a portion of the A.J. Prichard Placer, M.S. 567 situated in Coeur d'Alene Mining District in Section 35, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at Corner No. 3 of Combination Placer, M.S. 1762 and Corner No. 1 of Whittle Placer, M.S. 1726 also being the point of beginning; thence

South 22°30'31" East a distance of 118.27 feet to a point; thence

South 59°55'00" West a distance of 156.97 feet to a point; thence

North 33°24'19" West a distance of 250.39 feet to a point; thence

North 55°50'27" East a distance of 163.90 feet to a point; thence

South 39°21'38" East a distance of 146.30 feet to the point of beginning.

PARCEL 22:

MATHENEY PLACER, M.S. 657 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 35, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 14, Deeds, at page 338, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land being on both sides of the centerline of Idaho Emergency Relief Project ERFO 9(3). Highway survey is shown on the plans thereof now on file in the office of the County Commissioners of Shoshone County, Idaho and being a portion of Matheny Placer Claim in the NW 1/4 of Section 35, township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho and described as follows, to-wit:

Beginning at the Northwest Corner (Corner No. 3) of the Matheny Placer, thence

North 85°51'38" East, 95.34 feet; thence

South 48°12'23" East, 461.15 feet; thence

Easterly on an 11,529.16 foot radius curve right, 268.30 feet (long chord of which bears South 47°32'23" East, 268.29 feet); thence

South 46°52'23" East, 156.58 feet; thence

South 87°46'39" West, 182.74 feet; thence

North 46°52'23" West, 28.16 feet; thence

Westerly on an 11,399.16 foot radius curve left, 265.27 feet (the long chord of which bears North 47°32'23" West, 265.27 feet); thence

North 48°12'23" West, 478.33 feet; thence

North 03°10'24" East, 78.71 feet to the point of beginning.

PARCEL 23:

DEMPSEY PLACER, M.S. 699 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 35, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 4, Deeds, at page 203 records of Shoshone County, State of Idaho.

PARCEL 24:

DIXIE CONSOLIDATED, CHARLES L. LONG, and NEW ERA, M.S. 778 Patented Mining Claims situated in Coeur d'Alene Mining District in Section 1, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book A, Patents, at page 16, records of Shoshone County, State of Idaho.

EXCEPT: Being a tract of land located in No. 9 Patented Mining Claim, M.S. 1728, Skookum, M.S. 19 and M.S. 778 Patented Mining Claims situated in Coeur d'Alene Mining District in Sections 1 and 2, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho and more particularly described as follows:

Beginning at Corner No. 8 of M.S. 1728 No. 9 from whence U.S. M.M. No. 1 bears North

82°39'25" East, 9077.64 feet distant; thence
North 74°15' West, 600.00 feet; thence
North 66°41'45" West, 521.20 feet; thence
North 17°31'28" West, 113.91 feet; thence
North 44°26' East, 53.50 feet; thence
South 75°01 East, 1226.15 feet; thence
South 33°28' West, 238.40 feet to the point of beginning.

PARCEL 25:

IDAHO PLACER, M.S. 791 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 1, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book X, Deeds, at page 459, records of Shoshone County, State of Idaho.

PARCEL 26:

GOLDEN KING PLACER, comprising of the PECK and MCGUIRE PLACERS, M.S. 815 Patented Mining claim situated in Coeur d'Alene Mining District in Section 1, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 9, Deeds, at page 409, records of Shoshone County, State of Idaho.

EXCEPT: Being a tract of land located in No. 9 Patented Mining Claim, M.S. 1728, Skookum, M.S. 19, M.S. 778, and M.S. 815 Patented Mining Claims situated in Coeur d'Alene Mining District in Sections 1 and 2, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho and more particularly described as follows:

Beginning at Corner No. 8 of M.S. 1728 No. 9 from whence U.S. M.M. No. 1 bears North 82°39'25" East, 9077.64 feet distant; thence

**North 74°15' West, 600.00 feet; thence
North 66°41'45" West, 521.20 feet; thence
North 17°31'28" West, 113.91 feet; thence
North 44°26' East, 53.50 feet; thence
South 75°01 East, 1226.15 feet; thence
South 33°28' West, 238.40 feet to the point of beginning**

PARCEL 27:

BADGER PLACER comprising of BADGER BOY FRACTION and BADGER STATE, M.S. 894 Patented Mining Claims situated in Coeur d'Alene Mining District in Sections 31 and 32, Township 50 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 1, Deeds, at page 24, records of Shoshone County, State of Idaho.

PARCEL 28:

CLEVELAND, GOLDEN GATE, PERHAPS, QUINCY, and ST. PATRICK PLACERS, M.S. 975 Patented Mining claims situated in Coeur d'Alene Mining District in Sections 25 and 36, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 9, Deeds, at page 21, records of Shoshone County, State of Idaho.

PARCEL 29:

AURORA PLACER, M.S. 984 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 1, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 6, Deeds, at page 79, records of Shoshone County, State of Idaho.

PARCEL 30:

DAISY CONSOLIDATED PLACER, M.S. 1016 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 36, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 18, Deeds, at page 560, records of Shoshone County, State of Idaho.

PARCEL 31:

KENNEDY and NELSON PLACERS, M.S. 1027 Patented Mining Claims situated in Coeur d'Alene Mining District in Section 1, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 6, Deeds, at page 292, records of Shoshone County, State of Idaho.

PARCEL 32:

LOWE FRACTION PLACER, M.S. 1028 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 1, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 9, Deeds, at page 68, records of Shoshone County, State of Idaho.

PARCEL 33:

GROVE AND WALKER PLACER, M.S. 1059 Patented Mining Claim situated in Coeur d'Alene Mining District in Sections 35 and 36, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 9, Deeds, at page 217, records of Shoshone County, State of Idaho.

PARCEL 34:

EAGLE GARDEN, LAST CHANCE & 92 CONSOLIDATED PLACER, M.S. 1156 Patented Mining Claims situated in Coeur d'Alene Mining District in Section 27, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 10, Deeds, at page 121, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land being on both sides of the centerline of Idaho Emergency Relief Project ERFO 9(3). Highway survey as shown on the plans thereof now on file in the Office of the County Commissioners of Shoshone County, Idaho and being a portion of Last Chance Placer claim in the Southeast 1/4 of Section 27, Township 50 North, Range 4 East, B.M. described as follows, to-wit:

Beginning at a point South 44°25'10" West, 57.65 feet from the Northeast cornerstone of the Brazelton Placer which is Corner No. 3 of the Last Chance Placer; thence

South 63°31'18" East, 933.01 feet; thence

South 27°45'31" West, 123.98 feet; thence

Westerly on a 1849.86 foot radius curve left, 241.02 feet (the long chord of which bears North 60°57'31" West, 240.85 feet); thence

North 64°41'29" West, 371.73 feet; thence

Westerly on a 1014.93 foot radius curve right, 308.79 feet (the long chord of which bears

North 55°58'33" West, 307.60 feet); thence

North 47°15'33" West, 37.14 feet; thence

North 44°23'18" East, 73.54 feet to the point of beginning.

ALSO EXCEPT: A parcel of land being on both sides of the centerline of Idaho Emergency Relief Project ERFO 9(3). Highway survey as shown on the plans thereof now on file in the Office of the County Commissioners of Shoshone County, State of Idaho and being a portion of Eagle Garden Placer claim in the Southeast 1/4 of Section 27 and the Southwest 1/4 of Section 26, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho described as follows. to-wit:

Beginning at the Northwest Corner (Corner No. 2) of the Eagle Garden Placer thence

South 51°43'08" East, 944.49 feet; thence

South 11°33'52" West, 179.71 feet; thence

North 48°12'23" West 713.11 feet; thence

Westerly on a 1849.86 foot radius curve left, 291.21 feet (the long chord of which bears North 52°42'59" West, 290.91 feet); thence

North 27°45'31" East, 123.98 feet to the point of beginning.

PARCEL 35:

BEDROCK, DEEP RIM, MINNIE LEE, NINETY-FIVE, SUMMIT & WEDGE PLACERS, M.S. 1157 Patented Mining Claims situated in Coeur d'Alene Mining District in Section 36, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 14, Deeds, at page 464, records of Shoshone County, State of Idaho.

PARCEL 36:

DREAM GULCH PLACER, M.S. 1196 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 31, Township 50 North, Range 5 East, B.M., Shoshone County, State of Idaho and in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 11, Deeds, at page 121, records of Shoshone County, State of Idaho.

EXCEPT: That portion of Dream Gulch Patented Mining Claim, M.S. 1196 situated in Coeur d'Alene Mining District in Section 6, Township 49 North, Range 5 East and in Section 31, Township 50 North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at the Northeast corner which is Corner No. 2 of said Dream Gulch Lode; thence

South 48°01' West along line 2-3 of said Lode, 433 feet to Corner No. 3; thence

South 18°51' East along line 3-4, 291.4 feet to the Southwest corner of this tract which is identical with the Southeast Corner of the No. 1 Placer Mining Claim, M.S. 1744; thence

North 76°38' East, 404.9 feet, the Southeast Corner of this Tract and being on line 1-2 of said Lode; thence

North 19°25' West along line 1-2, 500.2 feet to the place of beginning.

PARCEL 37:

NIAGARA PLACER, M.S. 1306 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 31, Township 50 North, Range 5 East, B.M., and in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 18, Deeds, at page 185, records of Shoshone County, State of Idaho.

PARCEL 38:

HIDDEN TREASURE, SUNDAY & SUNDAY FRACTION, M.S. 1307 Patented Mining Claims situated in Summit Mining District in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 343341 records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land lying in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of Sunday Fraction, M.S. 1307. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 376+45.74 PT; thence South 58°12'08" East, 800.15 feet to Station 384+45.88 TS.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A parcel of land lying in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of Sunday, M.S. 1307. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 376+45.74 PT; thence South 58°12'08" East, 800.15 feet to Station 384+45.88 TS.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A parcel of land lying in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of Hidden Treasure, M.S. 1307. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 376+45.74 PT; thence South 58°12'08" East, 800.15 feet to Station 384+45.88TS; thence

On a spiral curve right (SD=1°00'. the long chord of which bears South 57°52'08" East, 200.00 feet) 200.00 feet to Station 386+45.88 SC; thence

On a 5729.58 foot radius curve right (the long chord of which bears South 54°18'49" East, 577.45 feet) 577.69 feet to Station 392+23.58 CS.

Bearings herein are based on the Idaho State Plane System.

PARCEL 39:

AMERICAN & WHITTLE PLACERS, M.S. 1726 Patented Mining Claims in Coeur d'Alene Mining District in Sections 26, 27, 34 and 35, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303089, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land being on both sides of the centerline of Idaho Emergency Relief Project ERFO 9(3). Highway survey as shown on the plans thereof now on file in the Office of the County Commissioners of Shoshone County, State of Idaho and being a portion of Whittle Placer Claim in the Southwest 1/4 of Section 26 and the Northwest 1/4 of Section 35, Township 50 North, Range 4 East, B.M., described as follows, to-wit:

Beginning at the Northwest Corner (Corner No. 8) of the Whittle Placer; thence

South 46°06'39" East, 125.76 feet; thence

South 17°13'03" East, 17.67 feet; thence

South 75°15'38" West, 83.81 feet; thence

South 17°39'03" East, 55.14 feet; thence

south 12°10'17" East, 52.17 feet; thence

North 60°48'51" East, 63.57 feet; thence

North 15°25'20" East, 30.08 feet; thence

North 73°25'37" East, 35.25 feet; thence

South 48°12'23" East, 128.70 feet; thence

South 85°51'38" West, 95.34 feet; thence

South 03°10'24" West, 78.71 feet; thence

North 48°12'23" West, 231.16 feet; thence

North 11°33'52" East, 179.71 feet to the point of beginning.

ALSO EXCEPT: A parcel of land being on both sides of the centerline of Idaho Emergency Relief Project ERFO 9(3). Highway survey as shown on the plans thereof now on file in the Office of the County Commissioners of Shoshone County, State of Idaho and being a portion of M.S. 1726 in the Northwest 1/4 of Section 35, Township 50 North, Range 4 East, B.M., described as follows, to-wit:

Beginning at a point North 87°46'39" East, 603.29 feet from the Northwest Corner (Corner No. 2) of said survey; thence

Continuing on the same bearing, 182.74 feet; thence

South 46°52'23" East, 180.23 feet; thence

South 58°48'38" West, 135.03 feet; thence

North 46°52'23" West, 272.16 feet to the point of beginning.

PARCEL 40:

UNION CONSOLIDATED & MARK COONEY CONSOLIDATED, M.S. 1727 Patented Mining Claims situated in Coeur d'Alene Mining District in Section 35, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303093, records of Shoshone County, State of Idaho.

PARCEL 41:

NO. 9, JUPITER, FRANK GROVE & OLD OSBORNE PLACERS, M.S. 1728 Patented Mining

Claims situated in Coeur d'Alene Mining District in Sections 1 and 2, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 72, Deeds, at page 461, records of Shoshone County, State of Idaho.

EXCEPT: Being a tract of land located in No. 9 Patented Mining Claim, M.S. 1728 situated in Coeur d'Alene Mining District in Sections 1 and 2, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho and more particularly described as follows:

Beginning at a point whence U.S.M.M. No. 1 bears North 85°30'11" East, 10090.41 feet; thence

North 60°24'45" West, 1006.00 feet; thence

North 43°04' East, 660.00 feet to Corner No. 4; thence

South 24°22' East, 502.90 feet to Corner No. 3; thence

South 23°52' East, 450.70 feet; thence

South 17°31'28" East, 113.91 feet to the point of beginning.

ALSO EXCEPT: Being a tract of land located in No. 9 Patented Mining Claim, M.S. 1728 situated in Coeur d'Alene Mining District in Sections 1 and 2, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho and more particularly described as follows:

Beginning at Corner No. 8 of M.S. 1728 No. 9 from whence U.S. M.M. No. 1 bears North 82°39'25" East, 9077.64 feet distant; thence

North 74°15' West, 600.00 feet; thence

North 66°41'45" West, 521.20 feet; thence

North 17°31'28" West, 113.91 feet; thence

North 44°26' East, 53.50 feet; thence

South 75°01 East, 1226.15 feet; thence

South 33°28' West, 238.40 feet to the point of beginning.

PARCEL 42:

BURR-STOKES-BIDWELL, DANDY, FOURTH OF JULY & PARK PLACERS, M.S. 1739 Patented Mining Claims situated in Summit Mining District in Sections 32 and 33, Township 50 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument no. 303082, records of Shoshone County, State of Idaho.

PARCEL 43:

LUCKY PLACER, M.S. 1740 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303103, records of Shoshone County, State of Idaho.

PARCEL 44:

ACCIDENT NO. 2, ACCIDENT NO. 3, CONFIDENCE, GILBERT, GOLD DUST, NO. 1 & SHIELDS FRACTION, M.S. 1744 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 1, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho and in Sections 36, Township 50 North, Range 4 East and in Section 31, Township 50 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 89, Deeds, at page

399 and as Instrument No. 303083, records of Shoshone County, State of Idaho.

EXCEPT: That portion of the Gold Dust Placer, M.S. 1744 described as follows, to-wit:

Beginning at Corner No. 4 of the Venus Lode Claim, M.S. 1855; thence

North 13°52' East, 541.58 feet to Corner No. 2; thence

South 12°46' East, 629.22 feet to Corner No. 3 from which Corner No. 4 Gold Dust Placer, M.S. 1744 bears South 12°46' East, 168.60; thence

North 71°54' West, 282.84 feet to place of beginning.

PARCEL 45:

AMERICAN, BERTICE, CEDAR CABIN, DUPLEX, EMMA, FROHLING, LANG, LITTLEFIELD CONSOLIDATED, RAVEN, REEDER & REICHERT PLACERS, M.S. 1746 Patented Mining Claims situated in Summit Mining District in Sections 9, 10, 14 and 15, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303090, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land being on both sides of the centerline of Idaho Emergency Relief Project ERFO 9(3). Highway survey as shown on the plans thereof now on file in the Office of the County Commissioners of Shoshone County, State of Idaho, and being a portion of Littlefield Consolidated Placer claim in the North 1/2 of Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

Beginning at a point south 58°47'58" East, 455.74 feet from the Northwest Corner (Corner No. 4) of the Littlefield Consolidated Placer; thence

Continuing on the same bearing, 489.52 feet; thence

South 29°47'05" West, 22.77 feet; thence

Westerly on an 894.93 foot radius curve Left, 200.48 feet (the long chord of which bears North 66°37'59" West, 200.06 feet); thence

North 73°03'00" West, 250.04 feet; thence

Westerly on a 734.07 foot radius curve Right, 93.70 feet (the long chord of which bears North 69°23'35" West, 93.64 feet); thence

North 24°15'49" East, 120.00 feet; thence

Easterly on a 614.07 foot radius curve Left, 57.83 feet (the long chord of which bears South 68°26'03" East, 57.81 feet) to the point of beginning.

ALSO EXCEPT: A parcel of land being on both sides of the centerline of Idaho Emergency Relief Project ERFO 9(3). Highway survey as shown on the plans thereof now on file in the Office of the County Commissioners of Shoshone County, State of Idaho, and being a portion of American Placer claim in the Northeast 1/4 of Section 15, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho described as follows:

Beginning at a point South 22°53'26" West, 42.32 feet from the Northwest corner (Corner No. 4) of the American Placer; thence

Easterly on a 1085.92 foot radius curve Left, 37.66 feet (the long chord of which bears South 66°50'24" East, 37.66 feet); thence

South 67°50'00" East, 389.13 feet; thence

Easterly on a 1085.92 foot radius curve Left, 215.14 feet (the long chord of which bears South 73°30'30" East, 214.79 feet); thence

South 56°29'56" West, 163.61 feet; thence

Westerly on a 1205.92 foot radius curve Right, 39.18 feet (the long chord of which bears North 66°54'10" West, 39.18 feet); thence

North 22°53'26" East, 120.03 feet to the point of beginning.

ALSO EXCEPT: A parcel of land lying in Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of Littlefield Consolidated Placer, M.S. 1746. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 414+89.83 CS; thence

On a spiral curve Left (SD=2°00', the long chord of which bears South 71°57'31" East, 199.99 feet) 200.00 feet to Station 416+89.83 ST; thence

South 72°37'31" East, 699.70 feet to Station 423+89.53 TS; thence

On a spiral curve Right (SD=4°23'15", the long chord of which bears South 71°09'47" East, 129.97 feet) 130.00 feet to Station 425+19.53 SC. Said station being a point 894.20 feet South 02°31'15" West of the North 1/4 Corner of Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho; thence

On a 848.83 foot radius curve Right (the long chord of which bears South 58°19'01" East, 292.48 feet) 250.00 feet to Station 430+68.48 ST; thence

South 39°57'31" East, 351.71 feet to Station 434+15.19 TS.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A parcel of land lying in Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of Cedar Cabin Placer, M.S. 1746. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 425+19.53 SC. Said station being a point 894.20 feet South 02°31'15" West of the North 1/4 corner of Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho; thence

On a 848.83 foot radius curve Right (the long chord of which bears South 58°19'01" East, 292.48 feet) 293.95 feet to Station 428+13.48 CS; thence

On a spiral curve Right (SD=8°26'15", the long chord of which bears South 42°46'14" East, 249.76 feet) 250.00 feet to Station 430+68.48 ST; thence

South 39°57'31" East, 351.71 feet to Station 434+15.19 TS; thence

On a spiral curve Left (SD=1°30', the long chord of which bears South 40°27'31" East, 150.00 feet) 150.00 feet to Station 435+65.19 SC; thence

On a 2864.79 foot radius curve Left (the long chord of which bears South 49°16'01" East, 778.42 feet) 780.83 feet to Station 443+46.02 CS; thence

On a spiral curve left (SD=1°30', the long chord of which bears South 58°04'30" East, 150.00

feet) 150.00 feet to Station 444+96.02 ST; thence

South 58°34'31" East, 462.08 feet to Station 449+58.10 TS.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A parcel of land lying in Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of Reeder Placer, M.S. 1746. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 444+96.02 ST; thence

South 58°34'31" East, 462.08 feet to Station 449+58.10 TS; thence

On a spiral curve Right (SD=3°00', the long chord of which bears South 57°34'32" East, 149.98 feet) 150.00 feet to Station 451+08.10 SC. Said Station being a point 737.45 feet North 79°38'50" West of the East 1/4 of Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho; thence

On a 1432.39 foot radius curve Right (the long chord of which bears South 46°21'01" East, 459.26 feet) 461.25 feet to Station 455+69.35 CS; thence

On a spiral curve Right (SD+3°00', the long chord of which bears South 35°07'31" East 149.98 feet) 150.00 feet to Station 457+19.35 ST; thence

South 34°07'31" East, 16.17 feet to Station 457+35.52 TS; thence

On a spiral curve Left (SD=3°00', the long chord of which bears South 35°07'32" East, 149.98 feet) 150.00 feet to Station 458+85.52 SC; thence

On a 1432.39 foot radius curve Left (the long chord of which bears South 47°27'00" East, 513.46 feet) 516.25 feet to Station 464+01.77 CS. Said station being a point 807.82 feet South 11°54'54" East of the East 1/4 Corner of Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A parcel of land lying in Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of Lang Placer, M.S. 1746. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 458+85.52 SC; thence

On a 1432.39 foot radius curve Left (the long chord of which bears South 47°27'00" East, 513.46 feet) 516.25 feet to Station 464+01.77 CS. Said Station being a point 807.82 feet South 11°54'54" East of the East 1/4 corner of Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho; thence

On a spiral curve left (SD=3°00', the long chord of which bears South 59°46'32" East, 149.98 feet) 150.00 feet to Station 465+51.77 ST; thence

South 60°46'31" East, 452.02 feet to Station 470+03.79 TS; thence

On a spiral curve Right (SD+0°45', the long chord of which bears South 60°31'30" East, 150.00 feet) 150.00 feet to Station 471+53.79 SC; thence

On a 5729.58 foot radius curve Right (the long chord of which bears South 56°32'31" East, 696.23 feet) 696.66 feet to Station 478+50.45 CS.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A parcel of land lying in Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of Frohling Placer, M.S. 1746. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 471+53.79 SC; thence

On a 5729.58 foot radius curve Right (the long chord of which bears South 56°32'31" East, 696.23 feet) 696.66 feet to Station 478+50.45 CS; thence

On a spiral curve Right (SD=0°45', the long chord of which bears South 52°33'32" East, 150.00 feet) 150.00 feet to Station 480+00.45 ST; thence

South 52°18'31" East, 106.19 feet to Station 481+06.64 TS; thence

On a spiral curve Left (SD=2°15', the long chord of which bears South 53°03'31" East, 149.99 feet) 150.00 feet to Station 482+56.64 SC; thence

On a 1909.86 foot radius curve left (the long chord of which bears South 63°33'45" East, 597.80 feet) 600.27 feet to Station 488+56.91 CS.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A parcel of land lying in Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of Reichart Placer, M.S. 1746. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 482+56.64 SC; thence

On a 1909.86 foot radius curve Left (the long chord of which bears South 63°33'45" East, 597.80 feet) 600.27 feet to Station 488+56.91 CS; thence

On a spiral curve left (SD=2°15', the long chord of which bears South 74°04'00" East, 149.99 feet) 150.00 feet to Station 490+06.91 ST; thence

South 74°49'00" East, 695.12 feet to Station 497+02.03 TS; thence

On a spiral curve Right (SD= 0°45', the long chord of which bears South 74°34'00" East 150.00 feet) 150.00 feet to Station 498+52.03 SC.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A parcel of land lying in Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of Raven Placer, M.S. 1746. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 497+02.03 TS; thence

On a spiral curve Right (SD=0°45', the long chord of which bears South 74°34'00" East,

150.00 feet) 150.00 feet to Station 498+52.03 SC; thence

On a 5729.58 foot radius curve Right (the long chord of which bears South 71°12'30" East, 571.43 feet) 571.67 feet to Station 504+23.69 CS; thence

On a spiral curve Right (SD=0°45', the long chord of which bears South 67°51'01" East, 150.00 feet) 150.00 feet to Station 505+73.69 ST; thence

South 67°36'00" East, 893.40 feet to Station 514+67.10 TS.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A parcel of land lying in Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of American Placer, M.S. 1746. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 505+73.69 ST; thence

South 67°36'00" East, 893.40 feet to Station 514+67.10 TS.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A parcel of land lying in Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of Emma Placer, M.S. 1746. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 505+73.69 ST; thence

South 67°36'00" East, 893.40 feet to Station 514+67.10 TS; thence

On a spiral curve Right (SD=4°30', the long chord of which bears South 66°06'01" East, 149.96 feet) 150.00 feet to Station 516+17.10 SC; thence

On a 954.93 foot radius curve Right (the long chord of which bears South 52°31'00" East, 350.77 feet) 352.77 feet to Station 519+69.87 CS; thence

On a spiral curve Right (SD=4°30', the long chord of which bears South 38°56'00" East, 149.96 feet) 150.00 feet to Station 521+19.87 ST; thence

South 37°26'00" East, 192.91 feet to Station 523+12.78 TS; thence

On a spiral curve Left (SD=1°30', the long chord of which bears South 37°56'01" East, 150.00 feet) 150.00 feet to Station 524+62.78 SC; thence

On a 2864.79 foot radius curve left (the long chord of which bears South 57°53'00" East, 1860.64 feet) 1895.00 feet to Station 543+57.78 CS.

Bearings herein are based on Idaho State Plane System.

ALSO EXCEPT: A parcel of land lying in Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of Bertice Placer, M.S. 1746. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 523+12.78 TS; thence

On a spiral curve Left (SD=1°30', the long chord of which bears South 37°56'01" East, 150.00 feet) 150.00 feet to Station 524+62.78 SC; thence

On a 2864.79 foot radius curve left (the long chord of which bears South 57°53'00" East, 1860.64 feet) 1895.00 feet to Station 543+57.78 CS.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A parcel of land lying in Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of Duplex Placer, M.S. 1746. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117, which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 524+62.78 SC; thence

On a 2864.79 foot radius curve left (the long chord of which bears South 57°53'00" East, 1860.64 feet) 1895.00 feet to Station 543+57.78 CS; thence

On a spiral curve Left (SD=2°00', the long chord of which bears South 78°10'00" East, 199.99 feet) 200.00 feet to Station 545+57.78 ST; thence

South 78°50'00" East, 92.31 feet to Station 546+50.09 TS; thence

On a spiral curve Right (SD=1°07'30", the long chord of which bears South 78°27'30" East, 150.00 feet) 150.00 feet to Station 548+00.09 SC; thence

On a 3819.72 foot radius curve Right (the long chord of which bears South 73°40'30" East, 537.78 feet to Station 553+37.87 CS.

Bearings herein are based on the Idaho State Plane System.

PARCEL 46:

ARMSTEAD, CRESCENT, PORTLAND, RISING SUN, SCOTT, SUNRISE, TRY AGAIN & WIDE WEST, M.S. 1748 Patented Mining Claims situated in Coeur d'Alene Mining District in Section 29, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303094, records of Shoshone County, State of Idaho.

EXCEPT: Coeur d'Alene River Cabin Sites as depicted on plat recorded as Instrument No. 235394, records of Shoshone County, State of Idaho.

ALSO EXCEPT: A tract of land being parts of Sunrise and Armstead claims, M.S. 1748 in Section 29, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho described as follows:

Beginning at a point on line 1-2 of the Sunrise Claim, M.S. 1748 whence USMM No. 5 bears North 23°34.3' East, 90.83 feet distant; thence

South 1°25' East, 1269.25 feet distant to Corner No. 2 of Sunrise Claim; thence

South 40°05' East along line 1-2 of the Armstead Claim, M.S. 1748 10.00 feet to Corner No. 2 of said Claim; thence

South 10°00' East, along line 2-3 of said Armstead Claim 90.00 feet to Corner No. 3 of said claim; thence

North 88°36' West along line 3-4 of said Armstead Claim 43.63 feet to a point on the Right of Way of the existing highway; thence

North 14°52.8' West, 303.18 feet distant to a point on the Right of Way; thence

North 12°52.8' West, 368.00 feet distant to a point on spiral on the Right of Way; thence

North 8°20.5' West, 288.56 feet distant to the point of spiral to curve; thence

Along a 9°46 curve Right, 482.68 feet (the long chord of said curve bears North 24°07.5' East, 469.18 feet distant) to the point of beginning.

ALSO EXCEPT: A tract of land situate in the Northeast 1/4 of Section 29, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho being a part of the Rising Sun, M.S. 1748 more particularly described as follows:

Beginning at Corner No. 1 whence USMM No. 5 bears North 87°02.9' West, 1522.66 feet distant and Corner No. 1 of Rising Sun Placer Claim, M.S. 1748 bears North 69°35' West, 1171.23 feet distant; thence

North 16°46.3' East, 130.95 feet distant to Corner No. 2; thence

South 83°17.6' East, 115.45 feet distant to Corner No. 3; thence

South 6°40.6' East, 68.55 feet distant to Corner No. 4; thence

South 64°15.3' West, 80.23 feet distant to Corner No. 5; thence

South 84°19.3' West, 88.65 feet distant to Corner No. 1 and the place of beginning.

ALSO EXCEPT: A tract of land situated in the Northeast 1/4 of Section 29, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho being a part of the Rising Sun Placer, M.S. 1748 described as follows:

Beginning at a drill steel which is Corner No. 1 of the parcel deeded to Henry Frank and recorded as Instrument No. 259751, records of Shoshone County, State of Idaho from which a nail in the Southeast bearing tree for USMM No. 5 (destroyed) bears North 88°37'17" West, 1505.41 feet; thence

North 16°46'18" East, 130.95 feet to Corner No. 2; thence

North 22°09'12" East, 110.31 feet to a #4 rebar; thence

North 70°25'48" West, 165.00 feet to a #4 rebar; thence

South 19°10'05" West, 246.00 feet to a #4 rebar; thence

South 70°25'48" East, 165.00 feet to a #4 rebar; thence

North 16°46'18" East, 5.00 to Corner No. 1 which is the point of beginning.

ALSO EXCEPT: A parcel of land 50 feet wide on Rising Sun Placer Claim, M.S. 1748 in Section 29, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho being 25 feet in width on each side of the following described center line, to-wit:

Beginning at a point on the Easterly right of way line of the Forest Highway which runs up the North Fork of the Coeur d'Alene River which point bears North 80° East, a distance of 620 feet more or less from USMM No. 1, Beaver Mining District; running thence

South 65° East, a distance of 475 feet more or less.

ALSO EXCEPT: A portion of Crescent Placer, M.S. 1748 situated in Coeur d'Alene Mining District in Section 29, Township 50 North, Range 4 East, B.M., Shoshone County, State of

Idaho and more particularly described as follows:

Beginning at Corner No. 7 of said Crescent Placer, M.S. 1748; thence

North 46°46'15" West (shown of record as North 46°34'00" West) along line 7-6 of said Crescent Placer a distance of 1090.86 feet to the point of intersection of the mean high water line on the southwesterly bank of the North Fork of the Coeur d'Alene River; thence

South 57°44'30" East along said high water line a distance of 171.96 feet to a point; thence

South 64°25'24" East along said high water line a distance of 201.76 feet to a point; thence

South 62°03'28" East along said high water line a distance of 196.52 feet to a point; thence

South 58°13'23" East along said high water line a distance of 193.67 feet to a point; thence

South 37°35'14" East along said high water line a distance of 62.33 feet to a point; thence

South 59°07'30" East along said high water line a distance of 212.58 feet to a point; thence

South 73°49'00" East along said high water line a distance of 52.09 feet to the meander corner and Corner No. 2 of Homestead Entry Survey 86; thence

South 35°05'23" West (shown of record as South 35°25'00" West) a distance of 245.87 feet to the point of beginning.

PARCEL 47:

NEW YEAR PLACER, M.S. 1758 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 25, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303101, records of Shoshone County, State of Idaho.

PARCEL 48:

BELLE PLACER, M.S. 1759 Patented Mining Claim situated in Summit Mining District in Sections 30 and 31, Township 50 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303106, records of Shoshone County, State of Idaho.

PARCEL 49:

WYCKOFF PLACER, M.S. 1760 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 36, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303084, records of Shoshone County, State of Idaho.

PARCEL 50:

VOLUNTEER & 1890 CONSOLIDATED PLACERS, M.S. 1761 Patented Mining Claims situated in Coeur d'Alene Mining District in Section 25, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303102 records of Shoshone County, State of Idaho.

PARCEL 51:

COMBINATION, ELDORADO, HIGHLAND, HIGHLAND EXTENSION, RATTLER, SLEEPER, SYNDICATE, TRIANGLE & VIDETTE PLACERS, M.S. 1762 Patented Mining Claims situated in Coeur d'Alene Mining District in Sections 25, 35 and 36, Township 50 North, Range 4 East and in Section 31, Township 50 North, Range 5, East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303104, records of Shoshone County, State of Idaho.

PARCEL 52:

ALDER NO. 1, BLUE BIRD, EVANS, IDA, KENTUCKY, LADY ELGIN & LUCKY DOG, M.S. 1769 Patented Mining Claims situated in Summit Mining District in Sections 5 & 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and in Section 32, Township 50 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 86, Deeds, at page 595 and as Instrument No. 303107, records of Shoshone County, State of Idaho.

EXCEPT: A tract of land situated in Sections 5 and 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and more particularly described as follows:

Beginning at a point from whence USMM #1 bears south 83°47'15" West, 184.35 feet distant; thence

North 11°58'00" East, 90.00 feet; thence

North 11°17'31" East, 100.00 feet; thence

South 78°42'233" East, 100.01 feet; thence

South 11°18'12" West, 101.17 feet; thence

South 11°58'17" West, 91.75 feet; thence

North 77°01'57" West, 100.00 feet to the point of beginning.

ALSO EXCEPT: A parcel of land located in Alder No. 1, M.S. 1769 Amended situated in Section 6, Township 49 North, Range 2 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at a point on Line 4-3 of Alder No. 1 of M.S. 1769 Amended from which Corner No. 4 of said Alder No. 1 bears South 77°56'00" East, a distance of 211.28 feet; thence

North 11°47'22" East along Alder Gulch Road, a distance of 101.44 feet to a point; thence

North 79°10'55" West (shown of record as North 79°10'55" West) a distance of 83.60 feet to a point; thence

South 29°18'59" West, a distance of 104.31 feet to a point on said Line 3-4; thence

South 77°56'00" East along said Line 3-4 a distance of 115.00 feet to the true point of beginning.

ALSO EXCEPT: Being a tract of land situated in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and more particularly described as follows:

Beginning at a point whence U.S. Mineral Monument No. 1 bears North 71°29'33" West, 174.94 feet; thence

North 12°57'54" East, 77.45 feet distant; thence

South 77°02'06" West, 130.00 feet distant; thence

South 12°57'54" West, 77.45 feet distant; thence

North 77°02'06" West, 130.00 feet distant to the point of beginning.

ALSO EXCEPT: Being a tract of land situated in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and more particularly described as follows:

Beginning at a point whence U.S. Mineral Monument No. 1 bears South 83°47'15" West, 184.35 feet distant; thence

North 11°57'54" East, 90.00 feet distant; thence

South 78°02'05" East, 100.00 feet distant; thence

South 11°58'17" West, 91.75 feet distant; thence

North 77°02'06" West, 100.00 feet to the point of beginning.

ALSO EXCEPT: A tract of land situated in Sections 5 and 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and more particularly described as follows:

Beginning at point whence USMM #1 bears North 32°08'31" East, 219.60 feet distant; thence

North 13°21'14" East, 135.00 feet; thence

South 73°30'43" East, 67.02 feet; thence

South 10°04'22" West, 100.00 feet; thence

South 10°04'22" West, 89.19 feet; thence

North 74°59'45" West, 77.84 feet; thence

North 13°21'50" East, 53.95 feet to the point of beginning.

ALSO EXCEPT: A portion of the J.C. Baker Fraction, M.S. 1112 and M.S. 1769 Patented Mining Claims situated in Summit Mining District in Sections 5 and 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho sometimes referred to as all of Block 3 Murray Sun Map, an unofficial and unrecorded plat of the townsite of Murray described as follows:

Beginning at a point on Main Street from whence U.S.M.M. No. 1 bears North 38°31'40" West, 228.78 feet and point being the Southwest corner of Lot 1, Block 3 Murray Sun Map, an official and unrecorded plat of Murray; thence

North 12°36'18" East, 150.00 feet to a point, being the Northwest corner of Lot 1, Block 3, Murray Sun Map; thence

South 77°23'42" East, 300.00 feet to a point, being the Northeast corner of Lot 12, Block 3, Murray Sun Map; thence

South 12°36'18" West, 150.00 feet to a point being the Southeast corner of Lot 12, Block 3, Murray Sun Map; thence

North 77°23'42" West, 300.00 feet to the point of beginning.

ALSO EXCEPT: All that certain lot, piece or parcel of land situated in the Town of Murray, County of Shoshone, State of Idaho and bounded and particularly described as follows, to-wit:

Beginning at the Northwest Corner of said parcel of land from whence Corner No. 2 of the Alder No. 1, M.S. 1769, bears South 30°21' West, 19.62 feet from said Northwest corner; thence

South 75° East, 40.24 feet to the Northeast Corner; thence

South 19°08' West, 96.6 feet to the Southeast Corner; thence

North 78°59' West, 34.02 feet to the Southwest Corner; thence

North 15°22' East, 97.8 feet to the Northwest Corner and place of beginning.

ALSO EXCEPT: A tract of land situated in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at a point whence USMM #1 bears South 38°01'33" West, 169.41 feet distant; thence

North 13°21'41" East, 53.95 feet distant; thence

North 79°54'39" East, 79.18 feet distant; thence

South 10°04'29" West, 89.20 feet distant; thence

North 73°59'32" West, 77.84 feet distant to the point of beginning.

ALSO EXCEPT: A tract of land situated in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Beginning at a point from whence USMM#1 bears South 38°01'33" West, 169.41 feet distant; thence

South 73°59'32" East, 77.84 feet distant; thence

South 10°04'29" West, 86.15 feet distant; thence

North 79°02'06" West, 83.60 feet distant; thence

North 13°52'19" East, 93.10 feet distant to the point of beginning.

ALSO EXCEPT: A tract of land lying in the Northeast quarter of Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho more particularly described as follows:

Using an astronomic meridian and beginning at Corner No. 1 a drill steel monument from whence the Northeast Corner of said Section 6, a brass capped monument, bears North 28°11'39" East, 1090.50 feet distant and from whence also the center of the letter "U" in the inscription "U.S.M.M. No. 1" at the mouth of Alder Gulch bears South 74°30' East, 306.50 feet; thence

South 14°17'38" West, 164.48 feet to Corner No. 2, a drill steel; thence

North 76°14'51" West, 71.05 feet to Corner No. 3, a drill steel; thence

North 12°02'34" East, 172.16 feet to Corner No. 4, a drill steel; thence

South 70°39'29" East, 78.11 feet to Corner No. 1 and place of beginning.

PARCEL 53:

LAFAYRE, MCCORMICK, CAHAN, GRANDCHAMP & HORNET PLACERS, M.S. 1772 Patented Mining Claims situated in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and in Section 31, Township 50 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 86, Deeds, at page 598, and as Instrument No. 303100, records of Shoshone County, State of Idaho.

EXCEPT: A tract of land commonly known as and called the Davison Fraction Placer Mining Claim or the Parker Fraction Placer Mining Claim situated on Buckskin Gulch and being a part

of the Cahan Placer Mining Claim and the McCormick Placer Mining Claim. M.S. 1772 described as follows:

Beginning at Corner No. 1 McCormick Placer, identical with Corner No. 4 Cahan Placer and Corner No. 1 Davison or Parker Fraction Placer; thence

North 89°45' West along line 1-4 McCormick Placer, 165 feet to Corner No. 2, Davison or Parker Fraction Placer; thence

North 5°07' West, 294.8 feet to Corner No. 3 Davison or Parker Fraction Placer; thence

North 75°01' East, 112.2 feet to intersection of lines 1-2 McCormick Placer and 3-4 Cahan Placer and 295.7 feet to Corner No. 4 Davison or Parker Fraction Placer; thence

South 6°39' West, 384 feet to Corner No. 5 Davison or Parker Fraction Placer; thence

North 78° West, 51 feet to Corner No. 1 and the place of beginning.

ALSO EXCEPT: A parcel of land lying in Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of the LaFaivre Placer, M.S. 1772. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway County Road #117 which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 304+73.29 POT. Said station being a point 1022.53 feet South and 2509.67 feet East of the Northwest corner of Section 6, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho; thence

North 89°45'00" East, 148.57 feet to Station 306+21.86 TS.

Bearings herein are based on the Idaho State Place System.

PARCEL 54:

COMPLETE PLACER, M.S. 1786 Patented Mining Claim situated in Coeur d' Alene Mining District in Section 36, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303099 records of Shoshone County, State of Idaho.

PARCEL 55:

EXCELSIOR PLACER, M.S. 1795 Patented Mining Claim situated in Summit Mining District in Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303097, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land lying in Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of the Excelsior Placer, M.S. 1795. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway County Road #117 which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 403+79.83 TS. Said station being a point 1972.57 feet South 89°21'11" West of the North 1/4 Corner of Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho; thence

On a spiral curve Left (SD=2°00', the long chord of which bears South 51°05'31" East, 199.99 feet); 200.00 feet to Station 405+79.83 SC; thence

On a 2864.79 foot radius curve Left (the long chord of which bears South 61°31'31" East, 906.18 feet) 910.00 feet to Station 414+89.83 CS; thence

On a spiral curve left (SD=2°00' the long chord of which bears South 71°57'31" East 199.99 feet) 200.00 feet to Station 416+89.83 ST; thence

South 72°37'31" East, 699.70 feet to Station 423+89.53 TS.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A portion of the Joe Dandy, M.S. 506 situated in Summit Mining District described as follows:

Beginning at Corner No. 1 of the Mill Site, identical with Corner No. 1 of Joe Dandy Lode; thence

South 36°39' West, 195 feet to Corner No. 2 of Mill Site; thence

South 50°3' East, 764 feet to Corner No. 3 of Mill Site; thence

North 44°54' East, 304.5 feet to Corner No. 4 of Mill Site; thence

North 49°47' West, 300.9 feet to Corner No. 5 of Mill Site; thence

North 50°30' West, 213.4 feet to Corner No. 6 of Mill Site; thence

South 61°00' West, 200.84 feet to Corner No. 7 of Mill Site; thence

North 27°6' West, 200 feet to Corner No. 8 of Mill Site; thence

North 46° West, 70.3 feet to Corner No. 1, the place of beginning.

PARCEL 56:

GEARON PLACER, M.S. 1796 Patented Mining Claim situated in Summit Mining District in Sections 4, 5, and 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303097, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land lying in Sections 4, 5 and 9 Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of the Gearon Placer, M.S. 1796. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway County Road #117 which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 392+23.58 CS; thence

On a spiral curve Right (SD=1°00' the long chord of which bears South 50°45'31" East, 200.00 feet) 200.00 feet to Station 394+23.58 ST; thence

South 50°25'31" East, 956.25 feet to Station 403+79.83 TS. Said station being a point 1972.57 feet South 89°21'11" West of the North 1/4 corner of Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho; thence

On a spiral curve Left (SD=2°00' the long chord of which bears South 51°05'31" East, 199.99 feet) 200.00 feet to station 405+79.83 SC.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A portion of the Joe Dandy, M.S. 506 situated in Summit Mining District described as follows:

Beginning at Corner No. 1 of the Mill Site, identical with Corner No. 1 of Joe Dandy Lode; thence

South $36^{\circ}39'$ West, 195 feet to Corner No. 2 of Mill Site; thence

South $50^{\circ}3'$ East, 764 feet to Corner No. 3 of Mill Site; thence

North $44^{\circ}54'$ East, 304.5 feet to Corner No. 4 of Mill Site; thence

North $49^{\circ}47'$ West, 300.9 feet to Corner No. 5 of Mill Site; thence

North $50^{\circ}30'$ West, 213.4 feet to Corner No. 6 of Mill Site; thence

South $61^{\circ}00'$ West, 200.84 feet to Corner No. 7 of Mill Site; thence

North $27^{\circ}6'$ West, 200 feet to Corner No. 8 of Mill Site; thence

North 46° West, 70.3 feet to Corner No. 1, the place of beginning.

PARCEL 57:

ORIGINAL PLACER, M.S. 1797 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 27, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303096, records of Shoshone County, State of Idaho.

PARCEL 58:

JUNGLE CONSOLIDATED & SHEWMAKER PLACERS, M.S. 1798 Patented Mining Claims in Coeur d'Alene Mining District in Section 28, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303095, records of Shoshone County, State of Idaho.

EXCEPT: Enaville-Thompson Pass Highway, County Road 117 as disclosed by survey.

PARCEL 59:

SWEEPSTAKES PLACER, M.S. 1800 Patented Mining Claim situated in Coeur d'Alene Mining District in Sections 27 and 28, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303105, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land being on both sides of the centerline of Idaho Emergency Relief Project ERFO 9(3). Highway survey as shown on the plans thereof now on file in the Office of the County Commissioners of Shoshone County, State of Idaho and being a portion of Sweepstakes Placer Claim in the Northeast 1/4 of Section 28 and the Northwest 1/4 of Section 27, Township 50 North, Range 4 East, B.M., described as follows, to-wit:

Beginning at the Northwest corner (Corner #2) of the Sweepstakes Placer; thence

South $68^{\circ}33'50''$ East, 503.50 feet; thence

South $72^{\circ}30'50''$ East, 85.56 feet; thence

South $60^{\circ}10'23''$ East, 136.49 feet; thence

Easterly on a 1372.39 foot radius curve Left, 534.94 feet (the long chord of which bears South $71^{\circ}20'23''$ East, 531.56 feet); thence

South 82°30'23" East, 231.54 feet; thence

South 72°30'50" East, 276.66 feet; thence

Easterly on an 878.51 foot radius curve Left, 18.60 feet); thence

South 49°59'10" West, 131.40 feet; thence

Westerly on a 758.51 foot radius curve Left, 218.54 feet (the long chord of which bears North 74°15'09" West, 217.79 feet); thence

North 82°30'23" West, 217.23 feet; thence

Westerly on a 1492.39 foot radius curve Right, 530.38 feet (the long chord of which bears North 72°19'31" West, 527.60 feet); thence

North 69°01'09" West, 103.28 feet; thence

North 60°10'23" West, 152.12 feet; thence

Westerly on a 1834.86 foot radius curve Left, 504.79 feet (the long chord of which bears North 68°03'15" West, 503.20 feet); thence

North 21°16'04" East, 113.50 feet to the point of beginning.

PARCEL 60:

LUCKY PLACER, M.S. 1801 Patented Mining Claim situated in Coeur d'Alene Mining District in Sections 28 and 29, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303086, records of Shoshone County, State of Idaho.

EXCEPT: Enaville-Thompson Pass Highway, County Road 117 as disclosed by survey.

PARCEL 61:

BRAZELTON, CLEVELAND, DENVER, ELDORADO, ETNA, EXPOSITION, MIRANDA CONSOLIDATED, SETT, SPRING & WILD ROSE PLACERS, M.S. 1802 Patented Mining Claims situated in Coeur d'Alene Mining District in Sections 27 and 28, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303085, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of ground located in Section 27, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho and being a portion of the Brazelton Placer Claim, M.S. 1802 more particularly described as follows:

Beginning at Corner No. 2 of the Brazelton Placer Claim, Corner No. 1 of the lot hereby conveyed; thence

South 38°06'00" East, 785.7 feet to Corner No. 3 of Brazelton Placer, Corner No. 2 of the lot hereby conveyed; thence

West 165 feet to a Corner No. 3 of lot hereby conveyed; thence

North 36°1' West, 684.5 feet to Corner No. 4 of lot hereby conveyed; thence

North 51°59' East, 105 feet to the point of beginning.

ALSO EXCEPT: A parcel of land being on both sides of the centerline of Idaho Emergency

Relief Project ERFO 9(3). Highway survey as shown on the plans thereof now on file in the Office of the County Commissioners of Shoshone County, State of Idaho and being a portion of Cleveland Placer Claim in the Northwest 1/4, the Southwest 1/4 and the Southeast 1/4 of Section 27, Township 50 North, Range 4 East, B.M., described as follows, to-wit:

Beginning at a point South 49°59'10" West, 3.70 feet from the Northwest corner (Corner No. 2) of the Cleveland Placer; thence

Easterly on an 878.51 foot radius curve right, 42.06 feet (the long chord of which bears South 60°52'11" East, 42.06 feet); thence

South 59°29'53" East, 114.02 feet; thence

South 58°34'45" East, 1195.12 feet; thence

South 52°11'54" West, 101.78 feet; thence

North 37°36'02" West, 20.13 feet; thence

Westerly on an 894.93 foot radius curve left, 293.74 feet (the long chord of which bears North 55°35'15" West, 292.42 feet); thence

North 64°59'23" West, 211.99 feet; thence

Westerly on a 2924.79 foot radius curve right, 280.22 feet (the long chord of which bears North 62°14'37" West, 280.22 feet); thence

North 59°29'53" West, 470.02 feet; thence

Westerly on a 758.51 foot radius curve left, 86.06 feet (the long chord of which bears North 62°44'54" West, 86.01 feet); thence

North 49°59'10" East, 131.40 feet to the point of beginning.

ALSO EXCEPT: A parcel of land being on both sides of the centerline of Idaho Emergency Relief Project ERFO 9(3). Highway survey as shown on the plans thereof now on file in the Office of the County Commissioners of Shoshone County, State of Idaho and being a portion of Wild Rose Placer Claim in the Northeast 1/4 of Section 28, Township 50 North, Range 4 East, B.M., described as follows, to-wit:

Beginning at the Northeast corner (Corner #2) of the Wild Rose Placer; thence

South 21°16'04" West, 113.50 feet; thence

Westerly on a 1834.86 foot radius curve left, 21.57 feet (the long chord of which bears North 76°16'21" West, 21.57 feet); thence

North 13°23'27" East, 103.07 feet; thence

North 59°25'33" East, 38.26 feet to the point of beginning.

ALSO EXCEPT: A parcel of land being on both sides of the centerline of Idaho Emergency Relief Project ERFO 9(3). Highway survey as shown on the plans thereof now on file in the Office of the County Commissioners of Shoshone County, State of Idaho and being a portion of Brazelton Placer Claim in the Southeast 1/4 of Section 27, Township 50 North, Range 4 East, B.M., described as follows, to-wit:

Beginning at the Northeast Cornerstone (Corner #4) of the Brazelton Placer; thence

South 44°25'10" West, 57.65 feet; thence

South 44°23'18" West, 73.54 feet; thence
north 47°15'33" West, 214.10 feet; thence
North 52°58'11" West, 100.50 feet; thence
North 47°15'33" West, 205.55 feet; thence
Westerly on a 2934.79 foot radius curve Right, 249.70 feet (the long chord of which bears
North 44°49'19" West, 249.62 feet); thence
North 42°23'04" West, 500.71 feet; thence
North 37°36'02" West, 76.18 feet; thence
North 52°11'54" East, 101.78 feet; thence
South 37°47'43" East, 785.87 feet; thence
South 57°52'27" East, 564.61 feet to the point of beginning.

PARCEL 62:

MORNING PLACER, M.S. 1851 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 26, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 40, Deeds, at page 55, records of Shoshone County, State of Idaho.

PARCEL 63:

BIG LEDGE LODGE, M.S. 2252 Patented Mining Claim situated in Coeur d'Alene Mining District in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and in Section 32, Township 50 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 372343, records of Shoshone County, State of Idaho.

PARCEL 64:

ROCKFORD PLACER, M.S. 2334 Patented Mining Claim situated in Summit Mining District in Sections 5 and 4, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho. Patent recorded in Book 55, Deeds, at page 261, records of Shoshone County, State of Idaho.

EXCEPT: A portion of the Rockford Placer, M.S. 2334 commonly known as the Moran Bar Placer more particularly described as follows:

**Beginning at Corner No. 2 Rockford Placer, M.S. 2334, extending thence
East 143.74 feet; thence
South 50°56' West, 185.57 feet to Corner No. 1, A. D. Coplen Placer, M.S. 995; thence
South 61°04' East, 340.6 feet to Corner No. 1 Stevens Bar Placer, M.S. 1735; thence
South 30° West, 38.7 feet to Corner No. 1, Gearon Placer, M.S. 1796; thence
South 30°47' West, 88.5 feet; thence
North 48°50' West, 441.9 feet; thence
North 44°45'38" East, 141.36 feet to the place of beginning.**

ALSO EXCEPT: A parcel of land lying in Section 5, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho and being a portion of the Rockford Placer, M.S. 2334. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117 which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 386+45.88 SC; thence

On a 5729.58 foot radius curve Right (the long chord of which bears South 54°18'49" East, 577.45 feet) 577.69 feet to Station 392+23.58 CS; thence

On a spiral curve Right (SD=1°00', the long chord of which bears South 50°45'31" East 200.00 feet) 200.00 feet to Station 394+23.58 ST; thence

South 50°25'31" East, 956.25 feet to Station 403+79.83 TS. Said station being a point 1972.57 feet South 89°21'11" West of the North 1/4 corner of Section 9, Township 49 North, Range 5 East, B.M., Shoshone County, State of Idaho.

Bearings herein are based on Idaho State Plane System.

PARCEL 65:

Lots 3, 4, 5 and 6, Section 1, Township 49 North, Range 4 East, B.M., Shoshone County, State of Idaho as shown on record of survey recorded as Instrument No. 303730, records of Shoshone County, State of Idaho.

ALSO

Lots 10 and 11, Section 31, Township 50 North, Range 5 East, B.M., Shoshone County, State of Idaho as shown on record of survey recorded as Instrument No. 303732, records of Shoshone County, State of Idaho.

ALSO

Lots 5, 10, 11 and 12, Section 32, Township 50 North, Range 5 East, B.M., Shoshone County, State of Idaho as shown on record of survey recorded as Instrument No. 303725 and on record of survey recorded as Instrument No. 303731, records of Shoshone County, State of Idaho.

PARCEL 66:

CASCADE, NISBET, SULLIVAN and TOP NOTCH PLACERS, M.S. 1799 Patented Mining Claims situated in Summit Mining District in Sections 17, 18, 19 and 20, Township 49 North, Range 6 East, B.M., Shoshone County, State of Idaho. Patent recorded as Instrument No. 303098, records of Shoshone County, State of Idaho.

EXCEPT: A parcel of land lying in Section 18, Township 49 North, Range 6 East, B.M., Shoshone County, State of Idaho and being a portion of the Sullivan Placer, M.S. 1799. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117 which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 635+86.30 TS. Said station being a point 254.71 feet North and 274.03 feet East of the West 1/4 Corner of Section 18, Township 49 North, Range 6 East, B.M., Shoshone County, State of Idaho; thence

On a spiral curve Right (SD=5°03'45", the long chord of which bears South 84°28'45" East, 149.95 feet) 150.00 feet to Station 637+97.41 SC; thence

On an 848.83 foot radius curve Right (the long chord of which bears South 75°40'00" East,

160.87 feet) 161.11 feet to Station 638+97.41 ST; thence

On a spiral curve Right (SD=5°03'45", the long chord of which bears South 86°51'14" East, 149.95 feet) 150.00 feet to Station 640+47.41 ST; thence

South 65°10'00" East, 210.11 feet to Station 642+57.53 TS; thence

On a spiral curve Left (SD=6°45', the long chord of which bears South 67°24'59" East, 149.91 feet) 150.00 feet to Station 644+07.53 SC; thence

On a 636.62 foot radius curve Left (the long chord of which bears South 80°42'00" East, 194.42 feet) 195.18 feet to Station 646+02.71 CS; thence

On a spiral curve Left (SD=6°45', the long chord of which bears North 86°00'59" East, 149.91 feet) 150.00 feet to Station 647+52.71 ST; thence

North 83°46'00" East, 40.45 feet to Station 647+93.16 TS; thence

On a spiral curve Right (SD=2°03'45", the long chord of which bears North 84°27'16" East, 149.99 feet) 150.00 feet to Station 649+43.16 SC; thence

On a 2083.48 foot radius curve Right (the long chord of which bears South 75°36'30" East, 1326.51 feet) 1350.00 feet to Station 662+93.16 CS; thence

On a spiral curve Right (SD=2°03'45", the long chord of which bears South 55°40'15" East, 149.99 feet) 150.00 feet to Station 664+43.16 ST; thence

South 55°40'15" East, 105.49 feet to Station 665+48.65 TS; thence

On a spiral curve left (SD=5°15', the long chord of which bears South 56°44'00" East, 149.94 feet) 150.00 feet to Station 666+98.65 SC; thence

On an 818.51 foot radius curve Left (the long chord of which bears South 62°02'42" East, 51.73 feet) 51.74 feet to Station 667+50.39 CS; thence

On a spiral curve Left (SD=5°15', the long chord of which bears South 67°21'18" East, 149.94 feet) 150.00 feet to Station 669+00.39 ST; thence

South 69°06'19" East, 111.07 feet to Station 670+11.46 TS; thence

On a spiral curve Right (SD=2°48'45", the long chord of which bears South 68°10'04" East, 149.98 feet) 150.00 feet to Station 671+161.46 SC; thence

On a 1527.89 foot radius curve Right (the long chord of which bears South 44°10'53" East, 1150.22 feet) 1179.27 feet to Station 683+40.73 CS.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A parcel of land lying in Section 18, Township 49 North, Range 6 East, B.M., Shoshone County, State of Idaho and being a portion of the Cascade Placer, M.S. 1799. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117 which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 671+61.46 SC; thence

On a 1527.89 foot radius curve Right (the long chord of which bears South 44°10'53" East, 1150.22 feet) 1179.27 feet to Station 683+40.73 CS.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A parcel of land lying in Sections 17, 18 and 19, Township 49 North, Range 6 East, B.M., Shoshone County, State of Idaho and being a portion of the Nisbet Placer, M.S. 1799. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117 which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 671+61.46 SC; thence

On a 1527.89 foot radius curve right (the long chord of which bears South 44°10'53" East, 1150.22 feet) 1179.27 feet to Station 683+40.73 CS; thence

On a spiral curve Right (SD=2°48'45", the long chord of which bears South 20°11'42" East, 149.98 feet) 150.00 feet to Station 684+90.73 ST; thence

South 19°15'26" East, 35.17 feet to Station 685+25.91 TS; thence

On a spiral curve Left (SD=6°45', the long chord of which bears South 21°30'25" East, 149.91 feet) 150.00 feet to Station 686+75.91 SC; thence

On a 636.62 foot radius curve Left (the long chord of which bears South 32°07'44" East, 135.77 feet) 136.03 feet to Station 688+11.94 CS; thence

On a spiral curve Left (SD=6°45', the long chord of which bears South 42°45'01" East, 149.91 feet) 150.00 feet to Station 689+61.94 ST; thence

South 45°00'00" East, 125.32 feet to Station 590+87.25 TS; thence

On a spiral curve Right (SD=1°18'45", the long chord of which bears South 44°33'45" East, 150.00 feet) 150.00 feet to Station 692+37.25 SC; thence

On a 3274.04 foot radius curve Right (the long chord of which bears south 39°23'30" East, 490.49 feet) 490.96 feet to Station 697+28.21 CS; thence

On a spiral curve Right (SD=1°18'45", the long chord of which bears South 34°13'14" East, 150.00 feet) 150.00 feet to Station 698+78.21 ST; thence

South 33°47'00" East, 199.58 feet to Station 700+77.79 TS; thence

On a spiral curve Left (SD=6°45', the long chord of which bears South 36°01'58" East, 149.91 feet) 150.00 feet to Station 702+27.79 SC; thence

On a 636.62 foot radius curve Left (the long chord of which bears South 49°47'59" East, 205.03 feet) 205.92 feet to Station 704+33.71 CS; thence

On a spiral curve left (SD=6°45', the long chord of which bears South 63°34'02" East, 149.91 feet) 150.00 feet to Station 705+83.71 ST; thence

South 65°49'00" East, 61.25 feet to Station 706+44.97 TS; thence

On a spiral curve Left (SD=8°00', the long chord of which bears South 68°28'58" East, 799.31 feet) 800.00 feet to Station 714+44.97 SC.

Bearings herein are based on the Idaho State Plane System.

ALSO EXCEPT: A parcel of land lying in Section 20, Township 49 North, Range 6 East, B.M., Shoshone County, State of Idaho and being a portion of the Top Notch Placer, M.S. 1799. Said parcel being all that portion of said property lying within the boundaries of right of way hereinafter described with reference to Engineer's centerline of Enaville-Thompson Pass Highway, County Road #117 which centerline is described as follows:

Beginning at Engineer's Centerline Station (hereinafter called Station) 706+44.97 TS; thence

On a spiral curve left (SD=8°00', the long chord of which bears South 68°28'58" East, 799.31 feet) 800.00 feet to Station 714+44.97 SC; thence

On a 2864.79 foot radius curve left (the long chord of which bears South 86°20'39" East, 1242.79 feet) 1252.75 feet to Station 726+97.72 CS; thence

On a spiral curve left (SD=2°00', the long chord of which bears North 79°47'41" East, 199.99 feet) 200.00 feet to Station 728+97.72 ST; thence

North 79°07'42" East, 23.06 feet to Station 729+20.78 TS; thence

On a spiral curve Left (SD=12°45', the long chord of which bears North 74°52'48" East, 149.67 feet) 150.00 feet to Station 730+70.78 SC; thence

On a 337.03 foot radius curve left (the long chord of which bears North 46°00'42" East, 234.60 feet) 239.61 feet to Station 733+10.39 CS; thence

On a spiral curve Left (SD=12°45', the long chord of which bears North 17°08'34" East, 149.67 feet) 150.00 feet to Station 734+60.39 ST; thence

North 12°53'40" East, 79.88 feet to Station 735+40.27 Ts; thence

On a spiral curve Right (SD=0°33'45", the long chord of which bears North 13°04'54" East, 150.00 feet) 150.00 feet to Station 736+90.27 SC; thence

On a 7369.44 foot radius curve Right (the long chord of which bears North 14°20'21" East, 324.03 feet) 325.05 feet to Station 740+14.32 CS; thence

On a spiral curve Right (SD=0°33'45", the long chord of which bears North 16°15'44" East, 150.00 feet) 150.00 feet to Station 741+64.32 ST; thence

North 16°27'00" East, 832.85 feet to Station 749+97.18 Ts; thence

On a spiral curve Right (SD=23°48', the long chord of which bears North 24°22'18" East, 168.70 feet) 170.00 feet to Station 751+67.18 SC; thence

On a 204.63 foot radius curve Right (SD=23°48', the long chord of which bears North 82°13'30" East, 273.71 feet) 299.82 feet to Station 754.67.00 CS; thence

On a spiral curve Right (SD=23°48', the long chord of which bears South 39°55'18" East, 168.70 feet) 170.00 feet to Station 756+37.00 ST; thence

South 32°00'00" East, 110.72 feet to Station 757+47.71 TS; thence

On a spiral curve Right (SD=13°36', the long chord of which bears South 27°28'08" East, 169.57 feet) 170.00 feet to Station 759+17.71 SC; thence

On a 358.10 foot radius curve Right (the long chord of which bears South 01°23'53" East, 169.57 feet) 170.00 feet to Station 761+37.30 ST; thence

South 3°08'00" West, 298.20 feet to Station 764+35.50 TS; thence

On a spiral curve Left (SD=13°36', the long chord of which bears South 01°23'53" East, 169.57 feet) 170.00 feet to Station 766+05.50 SC; thence

On a 358.10 foot radius curve left (the long chord of which bears South 21°55'00" East, 142.17 feet) 143.12 feet to Station 767+48.62 CS; thence

On a spiral curve Left ($SD=13^{\circ}36'$, the long chord of which bears South $42^{\circ}26'08''$ East, 169.57 feet) 170.00 feet to Station 769+18.62 ST; thence

South $46^{\circ}58'00''$ East, 152.20 feet to Station 770+70.82 TS; thence

On a spiral curve Right ($SD=16^{\circ}30'$, the long chord of which bears South $41^{\circ}28'15''$ East, 149.95) 150.00 feet to Station 772+20.82 SC; thence

On a 260.44 foot radius curve Right (the long chord of which bears South $17^{\circ}19'59''$ East, 118.35 feet) 119.39 feet to Station 772+40.21 Cs; thence

On a spiral curve Right ($SD=12^{\circ}06'$, the long chord of which bears South $03^{\circ}52'05''$ East, 109.78 feet) 110.00 feet to Station 774+50.21 ST; thence

South $7^{\circ}54'00''$ West, 6.25 feet to Station 774+56.46 TS; thence

On a spiral curve Left ($SD=8^{\circ}48'$, the long chord of which bears South $04^{\circ}58'03''$ East, 109.88 feet) 110.00 feet to Station 775+66.46 SC; thence

On a 358.94 foot radius curve Left (the long chord of which bears South $01^{\circ}22'48''$ East, 5.94 feet) 5.94 feet to Station 775+72.40 Cs; thence

On a spiral curve Left ($SD=8^{\circ}48'$, the long chord of which bears South $07^{\circ}43'03''$ East, 109.88 feet) 110.00 feet to Station 776+82.40 CS; thence

South $10^{\circ}39'00''$ East, 144.77 feet to Station 778+27.17 TS; thence

On a spiral curve Right ($SD=21^{\circ}00'$, the long chord of which bears South $03^{\circ}29'39''$ East, 149.11 feet) 150.00 feet to Station 779+77.17 SC; thence

On a 204.63 foot radius curve Right (the long chord of which bears South $23^{\circ}44'32''$ West, 94.79 feet) 95.65 feet to Station 780+72.83 CS; thence

On a spiral curve Right ($SD=21^{\circ}00'$, the long chord of which bears South $51^{\circ}08'28''$ West, 149.11 feet) 150.00 feet to Station 780+72.83 CS; thence

South $58^{\circ}08'00''$ West, 40.78 feet to Station 782+63.61 TS; thence

On a spiral curve Left ($SD=20^{\circ}24'$, the long chord of which bears South $51^{\circ}20'26''$ West, 169.04 feet) 170.00 feet to Station 784+33.61 SC; thence

On a 238.73 foot radius curve Left (the long chord of which bears South $25^{\circ}41'30''$ West 99.61 feet) 100.34 feet to Station 785+33.95 PT; thence

South $13^{\circ}38'59''$ West, 0.0002 feet to Station 785+33.95 PC; thence

On a 286.48 foot radius curve Left (the long chord of which bears South $03^{\circ}46'00''$ East, 171.50 feet) 174.17 feet to Station 787+08.12 CS; thence

On a spiral curve Left ($SD=18^{\circ}00'$, the long chord of which bears South $33^{\circ}11'18''$ East, 179.21 feet) 180.00 feet to Station 788+88.12 TS; thence

South $39^{\circ}11'00''$ East, 542.10 feet to Station 794+30.22 TS; thence

On a spiral curve Right ($SD=18^{\circ}42'$, the long chord of which bears South $32^{\circ}57'20''$ East, 169.20 feet) 170.00 feet to Station 796+00.22 Sc; thence

On a 260.44 foot radius curve Right (the long chord of which bears South $00^{\circ}43'30''$ East, 176.08 feet) 179.62 feet to Station 797+79.84 PT; thence

South $19^{\circ}02'00''$ West, 0.0004 feet to Station 797+79.84 PC; thence

On a 238.73 foot radius curve Right (the long chord of which bears South $38^{\circ}54'31''$ West, 162.32 feet) 165.62 feet to Station 799+45.47 CS; thence

On a spiral curve Right ($SD=20^{\circ}24'$, the long chord of which bears South $72^{\circ}23'25''$ West, 169.04 feet) 170.00 feet to Station 801+15.47 ST; thence

South $79^{\circ}11'00''$ West, 248.41 feet to Station 803+63.88 TS; thence

On a spiral curve Left ($SD=3^{\circ}00'$, the long chord of which bears South $78^{\circ}11'00''$ West, 149.98 feet) 150.00 feet to Station 805+13.88 C; thence

On a 1432.39 foot radius curve Left (the long chord of which bears South $66^{\circ}10'00''$ West, 498.28 feet) 500.83 feet to Station 810+14.71 CS; thence

On a spiral curve left ($SD=3^{\circ}00'$, the long chord of which bears South $54^{\circ}09'00''$ West, 149.98 feet) 150.00 feet to Station 811+64.71 ST; thence

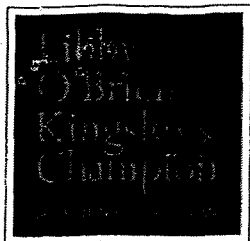
South $563^{\circ}09'00''$ West, 86.65 feet to Station 812+51.36 TS; thence

On a spiral curve left ($SD=21^{\circ}00'$, the long chord of which bears South $43^{\circ}09'29''$ West, 149.11 feet) 150.00 feet to Station 814+01.36 SC; thence

On a 204.63 foot radius curve Left (the long chord of which bears South $07^{\circ}52'00''$ East, 263.16 feet) 285.83 feet to Station 816+87.19 CS.

Bearings herein are based on the Idaho State Plane System.

EXHIBIT B



GAIL KINGSLEY WOLFAHRT
Admitted in Maine and Massachusetts
Offices in Burlington, MA and Kennebunk, ME
gkingsley@LOKLLC.com
Telephone in Maine: 207-985-1815
Massachusetts: 508-479-1065
Fax: 207-985-7817

June 17, 2013

Mr. and Mrs. W. Michael Nicholson
2867 Prichard Creek Road
Wallace, Idaho 83873

RE: Lease at Eagle, Idaho

Dear Mr. and Mrs. Nicholson:

I am the attorney for Coeur d'Alene Placer Mining Company and Secretary of the corporation.

You have not paid the \$2,250 due in 2012 for your land lease for whatever reason. Please send your payment immediately to my attention.

At this time your payment for \$2,250 for 2013 is also due. However, the Company's Idaho land is currently under contract for sale. We have only a brief period to arrange for a sale of your homesite to you. The buyer will not permit tenants on any of their land. Our real estate broker, Kevin Boling, will be contacting you shortly to discuss your options.

If you plan to continue to lease for the period that the Company's agreement allows you do so, it will be on a month-to-month basis. Please send \$2,250 now to renew your lease and any unused portion of the rent will be returned to you when you vacate the property.

Attorney Fees. As provided in all prior leases, if action is brought to enforce the terms or provisions of this lease, or to enforce forfeiture for default or to collect damages for breach, the prevailing party is such action shall be entitled to recover from the losing party reasonable attorney fees and costs as authorized by law.

If you will sign at the space provided below and return the extra copy of this letter to me together with your check for \$4,500 that will bring last year's lease current and will constitute a renewal of your lease on a month-to-month basis.

Mr. and Mrs. W. Michael Nicholson

June 17, 2013

Page 2

Please send a signed copy of this letter and your check payable to Coeur d'Alene Placer Mining Company to:

Attorney Gail Kingsley Wolfahrt
Libby O'Brien Kingsley & Champion, LLC
62 Portland Road, Suite 17
Kennebunk, Maine 04043

Sincerely,

COEUR D'ALENE PLACER MINING COMPANY


Gail Kingsley Wolfahrt, Secretary

GKW/ms

ACCEPTED: _____
Date

W. Michael Nicholson

Joan Nicholson

EXHIBIT C

Joan K. Nicholson
W. Michael Nicholson
2867 Prichard Creek Road
Wallace, Idaho 83873
Phone: 208-682-4094
Email: mikenjoan@wildblue.net

June 25, 2013

Gail Kingsley Wolfahrt
Libby O'Brien Kingsley & Champion, LLC
62 Portland Road, Suite 17
Kennebunk, Main 04043

RE: Lease at Eagle City, Idaho Coeur d'Alene Placer Mining Company

Dear Gail Kingsley Wolfahrt:

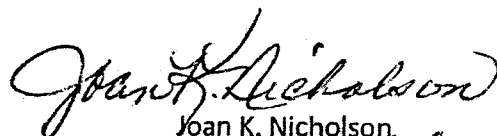
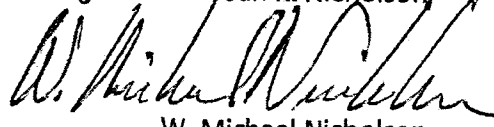
Thank you for your letter dated June 17th. It is nice to know there is someone we can communicate with and that there is someone helping to look after the best interests of the Company and the Gardner family. In the 19 years that we have been associated with this land and the company and the Gardner's, it seems like we had created a great deal of communication and visits over a period of time. Unfortunately things started to change approximately 4 years ago and for some reason that communication came to a stop. We have now learned of the severity of Dr. Gardner's illness and will ask you to pass on our best wishes for a healthy recovery.

We have enclosed a check in the amount \$2,250.00. This is for the period of July 2012 to July 2013

We plan to continue our lease as we have for the past 19 years and we fully accept and acknowledge the conditions of the continuing lease agreements.

We request to pay the July 2013 to July 2014 lease period in 9 equal payment of \$250.00 starting in August of 2013. We have been able to do this in the past and at this time because of increased medical expenses we find ourselves requesting it again.

Thank you for your assistance and we look forward to renewed communication. We will attempt to reach you by phone.


Joan K. Nicholson

W. Michael Nicholson



JOAN K NICHOLSON
WILLIAM M NICHOLSON
2867 Prichard Creek
Wallace ID 83873

2991
98-8058/3251

June 25, 2013
Date

Pay to the
Order of

Coeur d'Alene Plant Nursing Co. \$ *2250.00*
Two thousand two hundred fifty — Dollars



1520 WEST 3RD AVE. BOX 3200
SPOKANE, WA 99220-3200
509-636-6171
CHECK VERIFICATION
509-838-2016

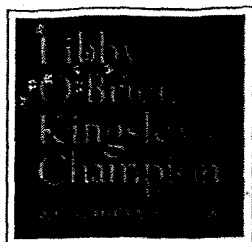


For *cash July 2012 - July 2013* Member *Joan K Nicholson*

⑆325180595⑆ 784173172378⑆ 2991

Marlene Clarke

EXHIBIT D



GAIL KINGSLEY WOLFAHRT
Admitted in Maine and Massachusetts
Offices in Burlington, MA and Kennebunk, ME
gkingslev@LOK&C.com
Telephone in Maine: 207-985-1815
Massachusetts: 508-479-1065
Fax: 207-985-7817

July 9, 2013

Mr. and Mrs. W. Michael Nicholson
2867 Prichard Creek Road
Wallace, Idaho 83873

RE: Lease at Eagle, Idaho

Dear Mr. and Mrs. Nicholson:

Thank you for your \$2,250 check in payment of your past due 2012 land lease.

We are not willing to accept monthly payments on your current lease. Please send a check in the amount of \$2,250 to my attention.

Attorney Gail Kingsley Wolfahrt
Libby O'Brien Kingsley & Champion, LLC
62 Portland Road, Suite 17
Kennebunk, Maine 04043

Any used portion of your payment will be reimbursed to you on a prorata basis when the sale of our land is completed.

Sincerely,

COEUR D'ALENE PLACER MINING COMPANY


Gail Kingsley Wolfahrt, Secretary

GKW/ms

Cc: Elizabeth B. Gardner

Libby O'Brien Kingsley & Champion, LLC
62 Portland Road • Suite 17 • Kennebunk, ME 04043
ME 207-985-1815 • MA 508-479-1065 • FAX 207-985-7817

EXHIBIT D

EXHIBIT E

Joan K. Nicholson
W. Michael Nicholson
2867 Prichard Creek Road
Wallace, Idaho 83873
Phone: 208-682-4094

Email: mikenjoan@wildblue.net

August 7, 2013

Gail Kingsley Wolfahrt
Libby O'Brien Kingsley & Champion, LLC
62 Portland Road, Suite 17
Kennebunk, Main 04043

RE: Lease at Eagle City, Idaho Coeur d'Alene Placer Mining Company

Dear Gail Kingsley Wolfahrt:

We plan to continue our lease as we have for the past 19 years and we fully accept and acknowledge the conditions of the continuing lease agreements.

We have enclosed a check in the amount \$2,250.00. This is for the period of July 2013 to July 2014

Thank you for your assistance and we look forward to renewed communication.

Sincerely,

Cc:

W. Michael



| | | |
|---|--|---------------------------------|
|  | JOAN K NICHOLSON WILLIAM M NICHOLSON 2867 Prichard Creek Wallace ID 83873 | 3000 98-8059/3251 |
| | Date <u>Aug. 7, 2013</u> | |
| Pay to the Order of | <u>Coeur d'Alene Placer Mining Co.</u> | \$ <u>2250.00</u> |
| | <u>Two thousand two hundred fifty</u> | Dollars |
|  | 1520 WEST 3RD AVE., BOX 3200 SPOKANE, WA 99220-3200 509-838-6171 CHECK VERIFICATION 509-838-2016 | 99 |
| For | <u>lease July 2013 to July 2014</u> | Member <u>Joan K. Nicholson</u> |
| ⑆325180545⑆ 789173172378⑆ 3000 | | |
| Harland Clarke | | |

EXHIBIT E

EXHIBIT F



December 10, 2013

Mr. & Mrs. W. Michael Nicholson
2867 Prichard Creek Road
Wallace, Idaho 83873

204 E. Sherman Ave.
Coeur d'Alene, Idaho 83814

kevin@thebolingcompany.com

Subject: Leased Property Purchase

Dear Mr. and Mrs. Nicholson:

Anticipating the sale of the Coeur d Alene Placer properties in early 2012, Beth Gardner asked me to contact each of the leasee's of her property informing them the property was listed for sale and to offer each of you the opportunity to purchase your leased home site. I met with you, your neighbors and Mr. Mendenhall in April 2012 inviting you to make Beth Gardner an offer to purchase your leased home site property. You'll recall we spent an hour together in the cab of my pick-up in the rain discussing the opportunity. You asked me a number of questions about price, terms and property size (1 acre or more?). You indicated at the time that you would consider the opportunity. You also said you just might move to Florida. I left you my business card and told you to contact me with your decision. I did not and have not heard from you since that April 2012 meeting.

Hank Odegard and Dan Frigard purchased their leased property in July 2012. Marvin Mendenhall was not able to purchase his leased property and relocated this spring (2013). Mr. Wes Schmidt, a neighbor, purchased Coeur d Alene Placer property adjacent to his home in the fall of 2012.

In May 2013 Coeur d Alene Placer reached agreement to sell the entire property (approximately 3,000 acres) to Western Rivers Conservancy. The due diligence period was purposely extended with closing scheduled for late January 2014. Coeur d Alene Placer sent you a letter dated June 13, 2013 concerning your 2012 and 2013 lease payments. This same letter informed you the property was under contract to be sold and again offered to "arrange for a sale of your home site to you."

There remains a brief period of time for you to make an offer to purchase this home site. Please let me know at your earliest convenience if that is an option for you. If purchase is not an option for you then we need to discuss your plans for vacating the property. Any unused portion of the rent will be returned to you when you do.

I invite you to contact me at earliest convenience to arrange for our conversation regarding the purchase of your leased home site or alternatively vacating the property. My business card is enclosed for your information.

Best regards,



Kevin Boling

Cc: Beth Gardner

101

EXHIBIT G

MICHAEL K. BRANSTETTER

HULL & BRANSTETTER
CHARTERED
ATTORNEYS AT LAW
416 RIVER STREET
P.O. BOX 709
WALLACE, ID 83873-0709

H.J. HULL (1888-1975)
ALDEN HULL (1919-1984)
PIATT HULL (1914-1992)
TELEPHONE: (208) 752-1154
FAX: (208) 752-0951

January 28, 2014

Michael and Joan Nicholson
2867 Prichard Creek Road
Wallace, ID 83873

Certified Mail/Return Receipt
Requested
7009 0820 0001 7349 9379

Re: Coeur d'Alene Placer Mining Company Land Lease
Eagle, Idaho

NOTICE OF TERMINATION

COPY

Dear Mr. and Mrs. Nicholson:

This office represents Coeur d'Alene Placer Mining Company ("CDAP") and we have been instructed to notify you of the following.

CDAP hereby provides **NOTICE OF TERMINATION** of any land lease which may be in existence between you and CDAP. Your tenancy or occupancy will end on June 30, 2014. Your rent payments are current through that date.

Please vacate the property by midnight on June 30, 2014 and have all your personal property removed by that date. Further, please leave the real property in a clean and safe condition. CDAP will have the property inspected on July 1, 2014.

If you have any question please contact me.

Very truly yours,

HULL & BRANSTETTER CHARTERED

By: Michael K. Branstetter
Michael K. Branstetter

MKB/pwk
Cc: CDAP

EXHIBIT H

James McMillan, Esq.

Attorney at Law, P.L.L.C

415 Seventh Street, Suite 7

Wallace, Idaho 83873

Telephone: (208) 752-1800

Facsimile: (208) 752-1900

Electronic Mail: mcmillanlaw@suddenlinkmail.com

VIA FACSIMILE TO: (208) 752-0951

March 6, 2014

Michael K. Branstetter
Hull & Branstetter, Chtd.
416 River Street
P.O. Box 709
Wallace, Idaho 83873-0709

Re: Nicholson-Coeur d'Alene Placer Mining Co. Lease

Dear Mr. Branstetter:

I am writing on behalf of W. Michael and Joan Nicholson, with regard to your "Notice of Termination" of land lease, dated January 28, 2014. Mr. Nicholson informs me that, for many years, he has resided on the land in question under the lease, in addition to using and making improvements upon the surrounding land. He has also informed me that he has a right of first refusal in the event that your client should choose to sell the land in question.

Unfortunately, for the last couple of years (following Mr. Gardner's death and Mrs. Gardner's illness), communication between your client and Mr. Nicholson has been difficult, and he has heard from a number of parties purporting to represent Coeur d'Alene Placer: Kevin Boling (representing himself as a real estate agent), Bob Boyd, and Hank Odegard (in earlier correspondence, Justin Julian, then representing Coeur d'Alene Placer, stated that Mr. Odegard did not represent the company). Mr. Nicholson has also heard that Coeur d'Alene Placer is intending to sell the land, and has, in fact, already sold one parcel. He is in possession of a survey map, which appears to show an intent to offer him an acre, on which his home and outbuildings are located.

Given the right of first refusal, long-term use of the land, the amount he has invested over the years in improvements upon the land, and prior cordial relationship with the Gardners, your Notice of Termination raises a significant concern on the part of Mr. Nicholson, and, in the event that you proceed with eviction pursuant to the Termination, Mr. Nicholson is prepared to dispute the

Michael Branstetter - Page 2
March 6, 2014

same, in addition to seeking recovery for the value of the structures on the property that he is unable to remove, other improvements, in addition to a possible adverse possession claim to land beyond that encompassed by the lease.

However, given that it would be in the parties' best interest to avoid litigation if at all possible, Mr. Nicholson would propose the following by way of settlement: He will accept the acre surrounding his home as per the survey, plus an additional acre to the north-northeast, in consideration of the \$2,250 already paid for this year's lease. From the information that we have, this is consistent with the value of the land that he believes has been determined by your client. We would also ask what, if any, authority Mr. Boling and Mr. Boyd have with regard to the land in question, and the nature of their position with Coeur d'Alene Placer.

We would be requiring a response within ten (10) days from your receipt of this letter. Hopefully we can reach an agreement to the satisfaction of all parties involved.

Yours truly,


James McMillan

EXHIBIT I

MICHAEL K. BRANSTETTER

HULL & BRANSTETTER
CHARTERED
ATTORNEYS AT LAW
416 RIVER STREET
P.O. BOX 709
WALLACE, ID 83873-0709

H.J. HULL (1888-1975)
ALDEN HULL (1919-1984)
PIATT HULL (1914-1992)
TELEPHONE: (208) 752-1154
FAX: (208) 752-0951

March 18, 2014

James McMillan, Esq.
Attorney at Law, P.L.L.C.
415 Seventh Street, Suite 7
Wallace, ID 83873

Re: Coeur d'Alene Placer Mining Company – Nicholson
Lease

Dear James:

I have forwarded your letter dated March 6, 2014 on to Coeur d'Alene Placer Mining Company and am awaiting instructions.

In the meantime, however, please send me a copy of the right of first refusal. I am not aware that one exists.

Mr. and Mrs. Nicholson have been afforded ample time to vacate the property and if a proceeding to cause their removal is necessary, I am sure my client will seek and be entitled to attorney fees and costs pursuant to Idaho Code, Section 6-324.

I do not know if my client has any further interest in discussing a sale, but based on other sales to existing tenants, I am fairly confident there is no interest in the purchase price you suggest.

Very truly yours,

HULL & BRANSTETTER CHARTERED

By: Michael K. Branstetter
Michael K. Branstetter

Cc: client

EXHIBIT J

James McMillan, Esq.

Attorney at Law, P.L.L.C

415 Seventh Street, Suite 7

Wallace, Idaho 83873

Telephone: (208) 752-1800

Facsimile: (208) 752-1900

Electronic Mail: mcmillanlaw@suddenlinkmail.com

VIA FACSIMILE TO: (208) 752-0951

March 31, 2014

Michael K. Branstetter
Hull & Branstetter, Chtd.
416 River Street
P.O. Box 709
Wallace, Idaho 83873-0709

Re: Nicholson-Coeur d'Alene Placer Mining Co. Lease

Dear Mike:

Thank you for your response. We look forward to hearing Coeur d'Alene Placer's response once you hear back from them.

Would you be able to tell us for how much the other parcels have been selling to the other tenants?

Also, the Nicholsons would still like to know what, if any, roles Kevin Boling, Bob Boyd, and/or Hank Odegard have with Coeur d'Alene Placer, as each of these parties have made representations in the past that they speak for the corporation to some degree, which has created some confusion since the cessation of direct communications between the Nicholsons and the Gardner Family. Additionally, Mr. Nicholson would also like to know what, if any, position, role, or capacity a man named Daniel Frigard has with Coeur d'Alene Placer.

Finally, Mr. Nicholson has heard that all or part of the land at issue has been sold to Idaho Forest Group. First, is this true, and, if so, did the sale include the land which the Nicholsons are leasing and occupying (in which case, I would presume that further negotiations would need to be directed to Idaho Forest Group)? I look forward to a prompt response.

Yours truly,


James McMillan

EXHIBIT K

James McMillan, Esq.

Attorney at Law, P.L.L.C

415 Seventh Street, Suite 7

Wallace, Idaho 83873

Telephone: (208) 752-1800

Facsimile: (208) 752-1900

Electronic Mail: mcmillanlaw@suddenlinkmail.com

VIA FACSIMILE TO: (208) 752-0951

April 30, 2014

Michael K. Branstetter
Hull & Branstetter, Chtd.
416 River Street
P.O. Box 709
Wallace, Idaho 83873-0709

Re: Nicholson-Coeur d'Alene Placer Mining Co. Lease

Dear Mike:

I am just following up on my last response to your letter. We are still awaiting answers to the following questions:

1. What, if any, connections do Boling, Boyd, Odegard, and Frigard have with Coeur d'Alene Placer?
2. Are you able to tell us for how much the other parcels sold to the other tenants who have purchased from Coeur d'Alene Placer?
3. I note that, on March 28, Idaho Forest Group ("IDFG") purchased a number of parcels from Coeur d'Alene Placer. Does this include the land the Nicholsons are leasing and, if so, could you direct me to an appropriate contact person from IDFG to whom to direct future communications regarding the property at issue?

We would ask for a response within seven days of your receipt of this letter, and look forward to hearing back from you.

Yours truly,


James McMillan

EXHIBIT L

James McMillan, Esq.
Attorney at Law, P.L.L.C
415 Seventh Street, Suite 7
Wallace, Idaho 83873

Telephone: (208) 752-1800
Facsimile: (208) 752-1900
Electronic Mail: mcmillanlaw@suddenlinkmail.com

June 10, 2014

Idaho Forest Group
687 Canfield Ave., Suite 100
Coeur d'Alene, ID 83815

**Re: Nicholson-Coeur d'Alene Placer Mining Co. Lease
2867 Prichard Creek Road - old Eagle City site**

To Whom it May Concern:

I am writing on behalf of W. Michael and Joan Nicholson, who are currently leasing the above-referenced property. Since 1995, they had been leasing from Coeur d'Alene Placer Mining Company, and I had attempted to correspond with Coeur d'Alene Placer's counsel, Mike Branstetter, with regard to a termination of lease that was sent to the Nicholsons in late January. In my correspondence, I relayed an offer by the Nicholsons to purchase the property, and inquired as to the positions of various individuals who, at some point, had claimed some sort of connection to Coeur d'Alene Placer.

However, I did not receive any response to my second and third letters to Mr. Branstetter, and, upon telephoning him, learned that the property at issue had been sold to your company. As such, I am contacting you. Initially, I would ask if you could confirm your purchase of the Nicholson parcel, and, second, if you could respond to the Nicholson's offer and any of the issues we raise in the enclosed correspondence to Coeur d'Alene Placer of which you have knowledge?

Given the time frames involved, and delay in response from Coeur d'Alene Placer, would ask for a reply as soon as possible. I hope to hear back from you soon.

Yours truly,

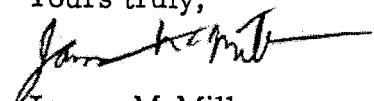

James McMillan

EXHIBIT M

ENGLISH LAW FIRM

P.O. Box 2875
21 Commerce Drive, Ste. A
Hayden, ID 83835
Email: jme@icehouse.net

Attorneys:
James M. English
Rebecca A. Zanetti

June 16, 2014

Mr. James McMillan
Attorney at Law
415 Seventh Street, Suite 7
Wallace, Idaho 83873

Re: Nicholson-Coeur d' Alene Placer Mining Co. Lease
2867 Prichard Creek Road – Idaho Forest Group, LLC

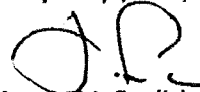
Dear Mr. McMillan:

In response to your June 10, 2014 letter received by Idaho Forest Group, LLC (IFG), IFG did purchase all of the real property owned by the Coeur d' Alene Placer Mining Company, including the parcel leased by Mr. and Mrs. Nicholson. IFG does not want to sell or lease the parcel.

As part of the closing, IFG was given the Notice of Termination (enclosed) which terminated the leasehold interest of the Nicholson's effective June 30, 2014. We intend to inspect the property on July 1, 2014 and would appreciate it if all property of the Nicholson's is removed by the lease termination date.

If you have any questions please contact me directly.

Very truly yours,


James M. English

116



2014 OCT -6 PM 4:59

PEGGY WHITE
CLERK DIST. COURT
BY Marla Anson
DEPUTY

RAMSDEN & LYONS, LLP
700 Northwest Boulevard
P.O. Box 1336
Coeur d'Alene, ID 83816-1336
Telephone: (208) 664-5818
Facsimile: (208) 664-5884
Michael E. Ramsden, ISB #2368
Theron J. De Smet, ISB #8184

Attorneys for Coeur d'Alene Placer Mining Company

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

WILLIAM MICHAEL NICHOLSON, aka
W. MICHAEL NICHOLSON, and JOAN
NICHOLSON, husband and wife,

Plaintiffs,

v.

COEUR D'ALENE PLACER MINING
CORP., a Delaware corporation, and IFG
TIMBER, L.L.C., an Idaho limited liability
company,

Defendants.

Case No. CV-2014-375

ANSWER OF COEUR D'ALENE
PLACER MINING COMPANY

Coeur d'Alene Placer Mining Corp., the true name of which is Coeur d'Alene
Placer Mining Company, answers the complaint as follows:

Coeur d'Alene Placer Mining Company denies each allegation of the complaint not
specifically admitted.

1. As to paragraph 1.1 of the Complaint, admits.
2. As to paragraph 1.2 of the Complaint, admits.
3. As to paragraph 1.3 of the Complaint, admits.
4. As to paragraph 1.4 of the Complaint, admits.

5. As to paragraph 1.5 of the Complaint, admits that jurisdiction and venue are proper in this Court.

6. As to paragraph 2.1 of the Complaint, Coeur d'Alene Placer admits that the plaintiffs claim to be the owners of certain buildings situated on real property at one time owned by Coeur d'Alene Placer and deny the remainder of the allegations in the paragraph.

7. As to paragraph 2.2 of the Complaint, admits that the mailing address of the plaintiffs is 2867 Prichard Creek Road, Wallace, Idaho, but denies that this is an adequate legal description of real property alleged in the complaint and denies the remainder of the allegations in the paragraph.

8. As to paragraph 2.3 of the Complaint, admits that around August of 1995 plaintiffs on an annual basis leased real property on which were situated certain buildings on real property at one time owned by Coeur d'Alene Placer, which was not adequately described in the letter agreements, and did so until June 30, 2014.

9. As to paragraph 2.4 of the Complaint, Coeur d'Alene Placer is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph and therefore denies the same.

10. As to paragraph 2.5 of the Complaint, denies.

11. As to paragraph 2.6 of the Complaint, denies.

12. Paragraph 2.7 of the Complaint, denies.

13. As to paragraph 2.8 of the Complaint, denies.

14. As to paragraph 2.9 of the Complaint, denies.

15. As to paragraph 2.10 of the Complaint, admits that Kevin Boling is a real estate broker and denies the remainder of the allegations in the paragraph.

16. As to paragraph 2.11 of the Complaint, denies.

17. As to paragraph 2.12 of the Complaint, admits that plaintiffs leased undefined real property on the basis of letter agreements until 2014. Admits that on June 17, 2013, Coeur d'Alene Placer's secretary sent a letter to the plaintiffs, which speaks for itself, and denies the remainder of the allegations in the paragraph.

18. As to paragraph 2.13 of the Complaint, denies.

19. As to paragraph 2.14 of the Complaint, Coeur d'Alene Placer is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the paragraph and therefore denies the same.

20. As to paragraph 2.15 of the Complaint, admits that Robert Boyd was a forester engaged by Coeur d'Alene Placer and denies the remainder of the allegations in the paragraph.

21. As to paragraph 2.16 of the Complaint, Coeur d'Alene Placer is without sufficient information to admit the allegations and therefore denies the same.

22. As to paragraph 2.17 of the Complaint, admits that on December 11, 2013, Kevin Boling sent a letter to the plaintiffs, which speaks for itself. Coeur d'Alene Placer is without knowledge or sufficient information to form a belief as to the truth of the remainder of the allegations in the paragraph and therefore denies the same.

23. As to paragraph 2.18 of the Complaint, Coeur d'Alene Placer admits that it sold real property to Odegard and Frigard and denies the remainder of the allegations in the paragraph.

24. As to paragraph 2.19 of the Complaint, Coeur d'Alene Placer admits it did not and affirmatively alleges that it had no duty to inform plaintiffs that it intended to or did sell real property to Odegard and Frigard and denies the remainder of the allegations in the paragraph.

25. As to paragraph 2.20 of the Complaint, Coeur d'Alene Placer admits the authenticity of

the correspondence attached to the complaint as Exhibit A, which speaks for itself, and denies the remainder of the allegations in the paragraph.

26. As to paragraph 2.21 of the Complaint, admits that in May of 2014 the plaintiffs' lawyer called Mike Branstetter, a lawyer who represents Coeur d'Alene Placer, and that Mike Branstetter told the plaintiffs' lawyer that Coeur d'Alene Placer had sold its property to IFG Timber LLC. Coeur d'Alene Placer affirmatively alleges that it did not and had no duty to give the plaintiffs notice of this sale. Coeur d'Alene Placer admits that Jim English, the lawyer for IFG Timber LLC, told the plaintiffs' lawyer that IFG Timber LLC had no interest in selling any real property to the plaintiffs.

27. As to paragraph 2.22 of the Complaint, denies plaintiffs had a first right of refusal or option to purchase any real property and denies it had any obligation to purchase the buildings on its real property at the termination of any lease with the plaintiffs. Coeur d'Alene Placer is without knowledge or information sufficient to form a belief as to the remaining allegations and therefore, denies the same.

28. As to paragraph 2.23 of the Complaint, admits that Kevin Boling is a real estate broker and that he has been engaged by Coeur d'Alene Placer with respect to the marketing of its properties, but denies that he is an agent of Coeur d'Alene Placer.

29. As to paragraph 2.24 of the Complaint, denies.

30. As to paragraph 3.1 of the Complaint, admits and denies as aforesaid.

31. As to paragraph 3.2 of the Complaint, denies.

32. As to paragraph 3.3 of the Complaint, admits.

33. As to paragraph 3.4 of the Complaint, denies.

34. As to paragraph 3.5 of the Complaint, denies.

35. As to paragraph 3.6 of the Complaint, denies.
36. As to paragraph 3.7 of the Complaint, denies.
37. As to paragraph 3.8 of the Complaint, denies.
38. As to paragraph 3.9 of the Complaint, denies.
39. As to paragraph 4.1 of the Complaint, admits and denies as aforesaid.
40. As to paragraph 4.2 of the Complaint, denies.
41. As to paragraph 4.3 of the Complaint, denies.
42. As to paragraph 4.4 of the Complaint, denies.
43. As to paragraph 4.5 of the Complaint, denies.
44. As to paragraph 4.6 of the Complaint, denies.
45. As to paragraph 4.7 of the Complaint, denies.
46. As to paragraph 5.1 of the Complaint, admits and denies as aforesaid.
47. As to paragraph 5.2 of the Complaint, denies.
48. As to paragraph 5.4 of the Complaint, denies.
49. As to paragraph 5.5 of the Complaint, denies.
50. As to paragraph 6.1 of the Complaint, admits and denies as aforesaid.
51. As to paragraph 6.2 of the Complaint, Coeur d'Alene Placer is without knowledge or information sufficient to form a belief as to the truth of the allegations in the paragraph and therefore denies the same.
52. As to paragraph 6.3 of the Complaint, Coeur d'Alene Placer is without knowledge or information sufficient to form a belief as to the truth of the allegations in the paragraph and therefore denies the same.
53. As to paragraph 6.4 of the Complaint, denies.

54. As to paragraph 6.5 of the Complaint, denies.
55. As to paragraph 6.6 of the Complaint, denies.
56. As to paragraph 6.7 of the Complaint, denies.
57. As to the "PRAYER FOR RELIEF" in the Complaint, denies.

AFFIRMATIVE DEFENSES

Coeur d'Alene Placer raises and alleges the following affirmative defenses:

FIRST DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

Coeur d'Alene Placer or Kevin Boling or Mike Branstetter notified the plaintiffs on several occasions before the expiration of their tenancy that the buyer of Coeur d'Alene Placer's property would not permit tenants on its property. Plaintiffs cannot therefore have relied on any expectation of continued tenancy on the property they leased from Coeur d'Alene Placer.

THIRD DEFENSE

The plaintiffs' claim to an oral right of first refusal or option to purchase the real property occupied by them violates the statute of frauds, Idaho Code § 9-505.

FOURTH DEFENSE

The plaintiffs are estopped to assert or have waived the claims alleged in the complaint.

FIFTH DEFENSE

The plaintiffs' claim to a right of first refusal or option was not made of record prior to the closing of the Coeur d'Alene Placer/IFG Timber LLC transaction and any interest of the plaintiffs was merged out in the deed.

WHEREFORE, defendant Coeur d'Alene Placer prays that plaintiff take nothing by this

action, that the same be dismissed with prejudice, and that defendant be awarded its costs of suit, attorney fees, and such other and further relief as the court deems proper.

DATED this 3 day of October, 2014.

RAMSDEN & LYONS, LLP

By 

Michael E. Ramsden, Of the Firm
Attorneys for Coeur d'Alene Placer
Mining Company

CERTIFICATE OF SERVICE

I hereby certify that on the 3 day of October, 2014, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

James McMillan
Attorney at Law
415 Seventh Street, Suite 7
Wallace, ID 83873

☒ US Mail
☐ Overnight Mail
☐ Hand Delivered
☐ Facsimile (208) 752-1900



Michael E. Ramsden

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

2014 OCT 23 PM 3: 54

PEGGY WHITE
CLERK DIST. COURT
BY *[Signature]*
DEPUTY

JAMES McMILLAN,
ATTORNEY AT LAW
415 Seventh Street, Suite 7
Wallace, Idaho 83873
Telephone: (208) 752-1800
Facsimile: (208) 752-1900
ISB # 7523
Attorney for Plaintiffs/Counter-defendants.

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

WILLIAM MICHAEL NICHOLSON, a/k/a W.
MICHAEL NICHOLSON and JOAN
NICHOLSON, husband and wife,

Plaintiffs/Counter-defendants,

vs.

COEUR D'ALENE PLACER MINING
CORP., a Delaware corporation and IFG
TIMBER, L.L.C., an Idaho limited liability
company,

Defendants and Counter-claimant

Case No. CV-14-375

ANSWER TO COUNTERCLAIM

COME NOW the Plaintiffs/Counter-Defendants, WILLIAM MICHAEL NICHOLSON, a/k/a W. MICHAEL NICHOLSON and JOAN NICHOLSON (hereinafter "Counter-defendants"), by and through their Counsel of Record JAMES McMILLAN, Attorney at Law, and hereby Answers Counter-claimant IFG Timber L.L.C.'s Counter-claim as follows:

I. GENERAL DENIAL

Counter-Defendants hereby DENY each and every allegation of the Counter-claim which

124

is not expressly admitted herein.

II. SPECIFIC ADMISSIONS AND DENIALS

Counter-Defendant hereby Answers Counter-claimant's specific allegations as follows:

- 2.1 Counter-defendants admit Paragraph 1 of the Counter-claim;
- 2.2 Counter-defendants admit Paragraph 2 of the Counter-claim;
- 2.3 Counter-defendants admit Paragraph 3 of the Counter-claim;
- 2.4 Counter-defendants DENY Paragraph 4 of the Counter-claim;
- 2.5 Counter-defendants admit the authenticity of the correspondence attached to the Counter-claim as Exhibit B, which speaks for itself;
- 2.6 Counter-defendants admit the authenticity of the correspondence attached to the Counter-claim as Exhibit C, which speaks for itself;
- 2.7 Counter-defendants admit the authenticity of the correspondence attached to the Counter-claim as Exhibit D, which speaks for itself;
- 2.8 Counter-defendants admit the authenticity of the correspondence attached to the Counter-claim as Exhibit E, which speaks for itself;
- 2.9 Counter-defendants admit the authenticity of the correspondence attached to the Counter-claim as Exhibit F, which speaks for itself. Counter-defendants are without sufficient knowledge as to the truth of the statements made therein and therefore DENY the same;
- 2.10 Counter-defendants DENY Paragraph 10 of the Counter-claim;
- 2.11 Counter-defendants admit the authenticity of the correspondence attached to the Counter-claim as Exhibit G, which speaks for itself;
- 2.12 Counter-defendants admit the authenticity of the correspondence attached to the Counter-claim as Exhibit H, which speaks for itself;
- 2.13 Counter-defendants admit the authenticity of the correspondence attached to the

Counter-claim as Exhibit I, which speaks for itself;

2.14 Counter-defendants admit the authenticity of the correspondence attached to the Counter-claim as Exhibits J and K, which speak for themselves;

2.15 Counter-defendants admit the authenticity of the correspondence attached to the Counter-claim as Exhibit L, which speaks for itself;

2.16 Counter-defendants admit the authenticity of the correspondence attached to the Counter-claim as Exhibit M, which speaks for itself;

2.17 Counter-defendants DENY Paragraph 17 of the Counter-claim;

2.18 Counter-defendants DENY Paragraph 18 of the Counter-claim;

2.19 Counter-defendants DENY that Counter-claimant is entitled to the relief sought in its "Prayer for Relief."

III. AFFIRMATIVE DEFENSES

First Defense

The Counter-claim fails to state a claim upon which relief can be granted.

Second Defense

Counter-claimant waived, or by its conduct, is barred in whole or in part by the doctrines of waiver, estoppel and consent from asserting the causes of action contained in the Counter-claim.

Third Defense

The Counter-claim should be dismissed in whole, as Counter-claimant is guilty of unclean hands.

Counter-defendants intend to rely upon such other affirmative defenses as may become available or apparent during the course of discovery and reserve the right to amend their Answer to assert those defenses.

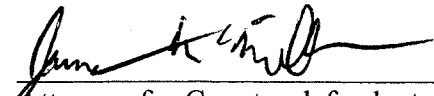
IV. PRAYER FOR RELIEF

WHEREFORE, Counter-defendants prays for judgment and a decree from the Court as follows:

1. That Counter-claimant take nothing by this action;
2. That the Counter-claim be dismissed; and
3. For such other orders as are just and proper in the circumstances.

DATED this 23d day of October, 2014.

JAMES McMILLAN

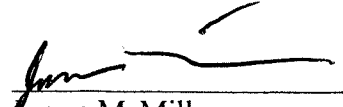

Attorney for Counter-defendants.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 23d day of October, 2014, I caused to be served a true and correct copy of the foregoing to the following by the method indicated below:

Michael E. Ramsden
Ramsden & Lyons, L.L.P.
700 Northwest Blvd.
P.O. Box 1336
Coeur d'Alene, ID 83816-1336
Attorney for Defendants

☐ U.S. Mail
☐ Overnight Mail
☐ Hand Delivered
☒ Facsimile to: (208) 664-5884


James McMillan

RAMSDEN & LYONS, LLP
700 Northwest Boulevard
P.O. Box 1336
Coeur d'Alene, ID 83816-1336
Telephone: (208) 664-5818
Facsimile: (208) 664-5884
Michael E. Ramsden, ISB #2368
Theron J. De Smet, ISB #8184

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

2014 NOV 10 PM 3: 58

PEGGY WHITE
CLERK DIST. COURT
BY Mala Anson
DEPUTY

Attorneys for Coeur d'Alene Placer Mining Company and IFG Timber, LLC

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

WILLIAM MICHAEL NICHOLSON, aka
W. MICHAEL NICHOLSON, and JOAN
NICHOLSON, husband and wife,

Plaintiffs,

v.

COEUR D'ALENE PLACER MINING
CORP., a Delaware corporation, and IFG
TIMBER, L.L.C., an Idaho limited liability
company,

Defendants.

Case No. CV-2014-375

DEFENDANTS' MOTION FOR
JUDGMENT ON THE PLEADINGS

COMES NOW Defendants Coeur d'Alene Placer Mining Company and IFG Timber LLC, pursuant to I.R.C.P. 12(c) and moves this Court for its Order granting judgment on the pleadings. This motion is based upon the record in this case and the Memorandum in Support of Motion for Judgment on the Pleadings filed herewith.

DATED this 7th day of November, 2014.

RAMSDEN & LYONS, LLP

By 


Michael E. Ramsden, Of the Firm
Attorneys for Coeur d'Alene Placer
Mining Corp. and IFG Timber, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of November, 2014, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

James McMillan
Attorney at Law
415 Seventh Street, Suite 7
Wallace, ID 83873

☒ US Mail
☐ Overnight Mail
☐ Hand Delivered
☐ Facsimile (208) 752-1900


Michael E. Ramsden

RAMSDEN & LYONS, LLP
700 Northwest Boulevard
P.O. Box 1336
Coeur d'Alene, ID 83816-1336
Telephone: (208) 664-5818
Facsimile: (208) 664-5884
Michael E. Ramsden, ISB #2368
Theron J. De Smet, ISB #8184

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

2014 NOV 10 PM 3:58

PEGGY WHITE
CLERK DIST. COURT
BY *[Signature]*
DEPUTY

Attorneys for Coeur d'Alene Placer Mining Corp. and IFG Timber, LLC.

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

WILLIAM MICHAEL NICHOLSON, aka
W. MICHAEL NICHOLSON, and JOAN
NICHOLSON, husband and wife,

Plaintiffs,

v.

COEUR D'ALENE PLACER MINING
CORP., a Delaware corporation, and IFG
TIMBER, L.L.C., an Idaho limited liability
company,

Defendants.

Case No. CV-2014-375

DEFENDANTS' MEMORANDUM IN
SUPPORT OF MOTION FOR
JUDGMENT ON THE PLEADINGS

*cc: Judge Gibler
Scott*

Defendants Coeur d'Alene Placer Mining Company, ("CDA Placer") and IFG Timber LLC ("IFG") submit their Memorandum in Support of Motion for Judgment on the Pleadings.

INTRODUCTION

William and Joan Nicholson (the "Nicholsons") leased a parcel of property ("Property") from CDA Placer after purchasing buildings on the Property from a non-party. The Nicholsons renewed the lease annually from approximately 1995 until 2014. In 2012, an agent of CDA Placer informed the Nicholsons that CDA Placer intended to sell the Property

DEFENDANTS' MEMORANDUM IN SUPPORT OF MOTION FOR JUDGMENT ON THE
PLEADINGS - 1

ORIGINAL

131

and invited the Nicholsons to make an offer to purchase the Property. The Nicholsons were also informed that if they did not purchase the Property, the other potential purchaser (IFG) would not allow tenants and the Nicholsons would have to vacate the Property. The Nicholson never made an offer to purchase the Property. In January 2014, CDA Placer gave the Nicholsons a written notice of termination of the lease and sold the Property to IFG. The Nicholsons filed the present lawsuit and continue unlawfully to reside on the property without paying rent.

The Nicholsons assert claims for breach of contract, promissory estoppel, specific performance and unjust enrichment. The Nicholsons' claims are based upon the theory that they had a first right of refusal ("Option") to purchase the Property from CDA Placer if it decided to sell the Property, and that CDA Placer had to purchase the Buildings if it terminated the lease. There is no evidence on this record to support the Nicholsons' claims under either theory.

There is no evidence of a written Option or agreement to purchase the Buildings on this record and thus, the Nicholsons' claims for breach of contract is barred by the statute of frauds and fails for want of consideration and lack of definiteness. The Nicholsons' claims for promissory estoppel and specific performance fail for the same reasons as the breach of contract claim, because without an enforceable contract, promissory estoppel and specific performance do not apply. The Nicholsons' claim for unjust enrichment also fails because the Nicholsons have not conferred any benefit on CDA Placer or IFG.

No genuine issue of material fact exists and CDA Placer and IFG are entitled to judgment on the pleadings. IFG is also entitled to restitution of the Property and a writ of

ejection. The issue of damages will remain for trial.

STATEMENT OF UNDISPUTED FACTS

1. Around August, 1995, the Nicholsons purchased various buildings (the "Buildings") from Francis Gitter. *Complaint*, ¶ 2.1. Coeur d'Alene Placer Mining Company ("CDA Placer") owned the real property where the Buildings were located, which is legally described in Exhibit A to the Answer of CDA Placer.

2. Around August of 1995, the Nicholsons began leasing the Property, on an annual basis, from CDA Placer and continued to do so until June 30, 2014. *Answer CDA Placer*, ¶ 8. The Nicholsons were to pay CDA Placer \$2,250 per year for rent, pursuant to the lease agreement. *Answer/Counterclaim IFG, Ex. B, C and D*.

3. In April of 2012, Kevin Boling, of the Boling Company, met with the Nicholsons on the Property and notified them that CDA Placer was offering the Property for sale. *Answer/Counterclaim IFG*, ¶ 4. Kevin Boling offered the Nicholsons the opportunity to purchase the Property. *Id.* The Nicholsons responded to the offer by indicating they would consider the opportunity. *Id.*

4. On June 17, 2013, CDA Placer wrote the Nicholsons a letter informing them that CDA Placer was under contract to sell the Property. *Id.*, ¶ 5, *Ex. B*. CDA Placer again solicited the Nicholsons to purchase the Property and specifically informed them: "We have only a brief period to arrange for a sale of your homesite to you. The buyer will not permit tenants on any of their land. Our real estate broker, Kevin Boling, will be contracting you shortly to discuss your options." *Id.*

5. On December 10, 2013, Kevin Boling wrote the Nicholsons reminding them of his

discussions with them about CDA Placer's intent to sell the Property and their opportunity to purchase the Property. *Id.*, ¶ 9, *Ex. F.* Specifically, Kevin Boling reminded the Nicholsons that the Property was under contract to be sold and that "There remains a brief period of time for you to make an offer to purchase this home site. Please let me know at your earliest convenience if that is an option for you. If purchase is not an option for you then we need to discuss your plans for vacating the property." *Id.*

6. The Nicholsons did not make an offer to purchase the Property. *Id.*, ¶ 10.

7. On January 28, 2014, Coeur d'Alene Placer, through counsel, Michael K. Branstetter, sent "NOTICE OF TERMINATION" of the Nicholsons lease agreement. *Id.*, ¶ 11, *Ex. G.* The "NOTICE OF TERMINATION" provided notice to the Nicholsons that their tenancy under the oral lease agreement was being terminated on June 30, 2014 and demanded that the Nicholsons vacate the premises by midnight on June 30, 2014. *Id.*

8. On March 6, 2014, the Nicholsons' lawyer wrote to Michael K. Branstetter claiming the Nicholsons had a first right of refusal to purchase the Property and threatening to sue CDA Placer and IFG if the matter was not resolved and offering to purchase the Property (plus a contiguous parcel of property of equal size) for the annual rent already paid. *Id.*, ¶ 12, *Ex. H.*

9. On March 18, 2014, CDA Placer, through counsel, Michael K. Branstetter wrote to the Nicholsons' attorney, requested a copy of the right of first refusal claimed by the Nicholsons, notified the Nicholsons of their obligation to vacate the Property at the expiration of the lease on June 30, 2014, rejected the Nicholsons' offer to purchase for the rent already paid, and notified the Nicholsons of Idaho Code § 6-324 concerning attorney fees. *Id.*, ¶ 13, *Ex. I.*

10. The Nicholsons did not produce a first right of refusal.

11. There is no evidence on this record of a written instrument providing the Nicholsons with a first right of refusal to purchase the Property.

12. Around March of 2014, IFG purchased the Property from CDA Placer. *Id.*, *Ex. K*.

13. The Nicholsons claim to own the Buildings. *Complaint*, ¶¶ 2.1, 6.3.

14. The Nicholsons' lease expired on June 30, 2014 and has not been renewed. *Answer/Counterclaim IFG*, ¶ 17.

15. The Nicholsons continue to remain in possession of the Property. *Id.*, ¶¶ 17, 18.

16. The Nicholsons have not paid rent for the Property since their lease expired on June 30, 2014. *Id.*

LEGAL STANDARD

I.R.C.P. 12(c) provides as follows:

“After the pleadings are closed but within such time as not to delay the trial, any party may move for judgment on the pleadings. If on a motion for judgment on the pleadings, matters outside the pleadings are presented to and not excluded by the court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56.

The pleadings are the only matters presently before this Court and the Court need not consider any other matters. If on the motion of the plaintiff the court considers matters outside the pleadings, the summary judgment standard apply, IRCP 12(c).

If a motion for summary judgment is supported by a particularized affidavit, the opposing party “may not rest upon the mere allegations or denials of that party’s pleadings,” but must set forth specific facts showing a genuine issue of fact. I.R.C.P. 56 (e); *Verbillis v. Dependable Appliance Co.*, 107 Idaho 335, 337, 689 P.2d 227, 229 (Ct.App. 1984). Summary

judgments are to be decided on facts actually shown in the record. *Id.*; *Lind v. Perkins*, 107 Idaho 901, 903, 693 P.2d 1103, 1106 (Ct.App. 1984). A court will not hypothecate facts to forestall a summary judgment. *Eimco Div., Environtech v. United Pacific*, 109 Idaho 762, 764, 710 P.2d 672, 674 (1985). Further, it is well settled that a mere scintilla of evidence or only a slight doubt as to the facts is insufficient to withstand summary judgment. *Corbridge v. Clark Equipment Co.*, 112 Idaho 85, 87, 730 P.2d 1005, 1007 (1986).

The purpose of summary judgment is to avoid useless trials. When there are no genuine issues of material fact and a party is entitled to judgment as a matter of law, a trial court is justified in denying a trial on the merits. *Bandelin v. Pietsch*, 98 Idaho 337, 340, 563 P.2d 395 (1977).

LEGAL ANALYSIS

I. The Nicholsons' Breach of Contract Claim Fails as a Matter of Law.

The statute of frauds requires a conveyance of interest in real property to be in writing in order to be enforceable. Idaho Code § 9-503 provides:

“TRANSFERS OF REAL PROPERTY TO BE IN WRITING. No estate or interest in real property,...or in any manner relating thereto, can be created, granted assigned, surrendered, or declared, otherwise than by operation of law, or a conveyance or other instrument in writing, subscribed by the party creating, granting, assigning, surrendering or declaring the same, or by his lawful agent thereunto authorized by writing.”

A first right of refusal or option to purchase real property is an interest in real property that must be in writing to be enforceable. *Peterson v. Shore*, 146 Idaho 476, 197 P.3d 789 (Ct. App. 2008); *Southern v. Southern*, 92 Idaho 180, 438 P.2d 925 (1968). The statute of frauds applies to the Nicholsons' alleged Option.

There is no evidence on this record of a written Option between CDA Placer and the Nicholsons. The correspondence between the parties does not create an enforceable Option.

Similarly, there is no evidence on this record that CDA Placer had a contractual obligation to purchase the Buildings. Absent an enforceable Option or any evidence of a contractual obligation, the Nicholsons' breach of contract claims fails as a matter of law.

Even if the correspondence of record created an enforceable Option or the Option was somehow excepted from the statute of frauds, CDA Placer did not breach any contract because CDA Placer offered to allow the Nicholsons to purchase the Property on at least three different occasions.¹ The Nicholsons elected not to purchase the Property. The Nicholsons cannot now claim CDA Placer breached an alleged Option.

The Nicholsons breach of contract claim also fails for want of consideration and definiteness. "To be enforceable at law, an agreement must be supported by valid consideration." *Weisel v. Beaver Springs Owners Ass'n, Inc.*, 152 Idaho 519, 526, 272 P.3d 491, 498 (2011); *Great Plains Equip., Inc. v. N.W. Pipeline Corp.*, 132 Idaho 754, 769 979 P.2d 627, 642 (1999). There is no evidence on this record that any consideration was exchanged between the parties for the alleged Option or agreement to purchase the

¹ In April of 2012, Kevin Boling, of the Boling Company, met with the Nicholsons on the Property and notified them that CDA Placer was offering the Property for sale and provided the Nicholsons the opportunity to purchase the Property. *Answer CDA Placer*, ¶ 4. The Nicholsons responded to the offer by indicating they would consider the opportunity. *Id.*

On June 17, 2013, CDA Placer wrote the Nicholsons a letter informing them that CDA Placer was under contract to sell the Property. *Id.*, ¶ 5, *Ex. B*. CDA Placer again solicited the Nicholsons to purchase the Property and specifically informed them: "We have only a brief period to arrange for a sale of your homesite to you. The buyer will not permit tenants on any of their land. Our real estate broker, Kevin Boling, will be contracting you shortly to discuss your options." *Id.*

On December 10, 2013, Kevin Boling wrote the Nicholsons reminding them of his discussions with them about CDA Placer's intent to sell the Property and their opportunity to purchase the Property. Specifically, Kevin Boling reminded the Nicholsons that the Property was under contract to be sold and that "There remains a brief period of time for you to make an offer to purchase this home site. Please let me know at your earliest convenience if that is an option for you. If purchase is not an option for you then we need to discuss your plans for vacating the property." *Answer/Counterclaim IFG*, ¶ 9, *Ex. F*.

Buildings. The lack of Consideration is essential to the formation of a contract.

The alleged contracts are also too indefinite to be enforced. “An agreement for the sale of real property is invalid unless the agreement or some note or memorandum thereof be in writing and subscribed by the party charged or his agent.” *Hoffman v. S V Co., Inc.*, 102 Idaho 187, 190, 628 P.2d 218, 221 (1981). “A property description that does not allow the court to pinpoint exactly what acreage is to be transferred is inadequate.” *Bauchman-Kingston Partnership, LP v. Haroldsen*, 149 Idaho 87, 90, 233 P.3d 18, 21 (2008). “For a land sale contract to be specifically enforced, the contract must typically contain the minimum provisions of the parties involved, the subject matter thereof, the price or consideration, a description of the property, and all the essential terms of the agreement.” *P.O. Ventures, Inc. v. Loucks Family Irrevocable Trust*, 144 Idaho 233, 238, 159 P.3d 870, 875 (2007).

There is no evidence on this record of a written Option between the parties or agreement to purchase the Buildings; let alone, a written contract containing the names of the parties, purchase price, description of the property or any other essential terms of a contract. The alleged contracts are too indefinite to be enforceable.

No genuine issue of material fact exists, the Nicholsons’ claim for breach of contract fails as a matter of law.

II. The Nicholsons’ Claim for Promissory Estoppel Fails as a Matter of Law.

Promissory estoppel requires “(1) the detriment suffered in reliance was substantial in an economic sense; (2) substantial loss to the promisee acting in reliance was or should have been foreseeable by the promisor; and (3) the promisee must have acted reasonably in

justifiable reliance on the promise as made.” *Gillespie v. Mountain Park Estates, LLC.*, 138 Idaho 27, 56 P.3d 1277 (2002).

The Nicholsons’ promissory estoppel claim fails for the same reasons as their claim for breach of contract. Promissory estoppel cannot apply to enforce an unenforceable or indefinite contract. *Lettunich v. Key Bank Nat. Ass’n*, 141 Idaho 362, 367, 109 P.3d 1104, 1109 (2005); (holding, “Promissory estoppel is simply a substitute for consideration, not a substitute for an agreement between the parties.”); citing *Smith v. Boise Kenworth Sales, Inc.*, 102 Idaho 63, 68, 625 P.2d 417, 422 (1981); (holding, promissory estoppel is “...not [] a substitute for an agreement between the parties.”).

In *Lettunich*, the plaintiff claimed he had an oral agreement with the bank to loan him money to purchase cattle. The Court held the alleged oral agreement was unenforceable based upon the statute of frauds (I.C. § 9-505(5)). The plaintiff also argued that promissory estoppel should be used to prevent the bank from denying the enforceability of the oral promise. The Court disagreed; holding, based upon the statute of frauds, there was no complete promise to be enforced and promissory estoppel could not be used to enforce an unenforceable agreement. Promissory estoppel is not an exception to the statute of frauds.

Here, no enforceable contract exists based upon the statute of frauds, indefiniteness of terms and absence of evidence of any contract on this record. As a matter of law, promissory estoppel does not apply and the Nicholsons’ claim fails.

III. The Nicholsons’ Claim for Specific Performance Fails as a Matter of Law.

“Agreements for the sale of real property that fail to comply with the statute of frauds

are unenforceable for obtaining specific performance or damages.” *Bauchman-Kingston Partnership, LP v. Haroldsen*, 149 Idaho 87, 91, 233 P.3d 18, 22 (2008). “The failure to comply with the statute of frauds renders the agreement unenforceable both in an action at law for damages and in a suit in equity for specific performance. *Lexington Heights Development, LLC v. Crandlemire*, 140 Idaho 276, 285, 92 P.3d 526, 535 (2004); citing *Garner v. Barschi*, 139 Idaho 430, 435, 80 P.3d 1031, 1036 (2003).

Again, no enforceable contract exists. Specific performance does not apply and the Nicholsons’ claim fails as a matter of law.

IV. The Nicholsons’ Claim for Unjust Enrichment Fails as a Matter of Law.

“Unjust enrichment requires “(1) a benefit is conferred on the defendant by the plaintiff; (2) the defendant appreciates the benefit; and (3) it would be inequitable for the defendant to accept the benefit without payment of the value of the benefit.” *Teton Peaks, Inv. Co., LLC v. Ohme*, 146 Idaho 394, 195 P.3d 1207 (2008).

The Nicholsons claim they conferred a benefit upon CDA Placer and IFG because they improved and maintained the Property and because they cannot remove the Buildings without rendering them “valueless.” *Complaint*, ¶¶ 6.1-6.7.

To the contrary, there is no evidence on this record that the Nicholsons conferred a benefit on CDA Placer or IFG. “The burden is on the plaintiff to prove facts showing that the defendant received a benefit and the amount of that benefit.” *Kinzer v. Westgate*, 129 Idaho 621, 625, 931 P.2d 1, 5 (Ct. App. 1997). The Buildings are not a benefit to CDA Placer or IFG. The Nicholsons own the Buildings-not CDA Placer or IFG. In fact, the Nicholsons

unlawfully remain on the Property and reside in the Buildings. The Nicholsons are free to remove the Buildings from the Property.² Absent ownership of the Buildings or use of the Buildings, the Buildings are not a benefit to CDA Placer or IFG.³

The Nicholsons also claim they conferred a benefit by maintaining or improving the Property. Again, there is no evidence on this record to support these allegations. However, even if such evidence existed, maintaining the Property was a condition of leasing the Property and is not compensable.

Alleged improvements are also not compensable. A tenant cannot recover for improvement to the lease premises if the landlord did not have knowledge of or consent to the improvements. *See Hertz v. Fiscus*, 98 Idaho 456, 457, 567 P.2d 1, 2 (1997) (*stating* “*The [landlord] approved the work of [the tenant] from its outset with knowledge of the expenditures of the money and time.*”); *see also Haskin v. Glass*, 102 Idaho 785, 788, 640 P.2d 1186, 1189 (Ct. App. 1982). Even if there were evidence of improvements on this record, the improvements were done at the Nicholsons’ election. CDA Placer and IFG did not know about or consent to any improvements by the Nicholsons and thus, the Nicholsons are not entitled to recover the “value” of the alleged improvements.

Further, “To recover for improvements made to property, the claimant must establish the increase in the fair market value of the property that is attributable to the improvements.” *Kinzer* at 625, 5; *citing Hines v. Wells*, 120 Idaho 177, 179, 814 P.2d 437, 439 (Ct.App.1991). CDA Placer and IFG have no use for the Buildings. By the Nicholsons own admission, the

² Whether or not the Buildings would be damaged by removal, is irrelevant. This is a risk that the Nicholsons undertook in purchasing the Buildings.

³ CDA Placer does not own the Property or have possession of the Buildings.

Buildings are worthless if removed.⁴ There is no evidence on this record that the Buildings or alleged improvements to the Property increase the fair market value of the Property.


No genuine issue of material fact exists. The Nicholsons' claim for unjust enrichment fails as a matter of law.

CONCLUSION

For the foregoing reasons, CDA Placer and IFG are entitled to judgment on the pleadings. IFG is also entitled to restitution of the Property and a writ of ejectment.

DATED this 7th day of November, 2014.

RAMSDEN & LYONS, LLP

By 

Michael E. Ramsden, Of the Firm
Attorneys for Coeur d'Alene Placer
Mining Corp. and IFG Timber, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of November, 2014, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

James McMillan
Attorney at Law
415 Seventh Street, Suite 7
Wallace, ID 83873

☐ US Mail
☐ Overnight Mail
☐ Hand Delivered
☐ Facsimile (208) 752-1900



Michael E. Ramsden

⁴ Removing the Buildings will certainly cost money. The Buildings are a burden on the Property-not a benefit.

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

2014 DEC -1 PM 4:37

PEGGY WHITE
CLERK DIST. COURT
BY Mala Anson
DEPUTY

JAMES McMILLAN,
ATTORNEY AT LAW
415 Seventh Street, Suite 7
Wallace, Idaho 83873
Telephone: (208) 752-1800
Facsimile: (208) 752-1900
ISB # 7523
Attorney for Plaintiffs/Counter-defendants.

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

WILLIAM MICHAEL NICHOLSON, a/k/a W.
MICHAEL NICHOLSON and JOAN
NICHOLSON, husband and wife,

Plaintiffs/Counter-defendants,

vs.

COEUR D'ALENE PLACER MINING
CORP., a Delaware corporation and IFG
TIMBER, L.L.C., an Idaho limited liability
company,

Defendants and Counter-claimant

Case No. CV-14-375

**OBJECTION AND MEMORANDUM IN
OPPOSITION TO DEFENDANTS'
MOTION FOR JUDGMENT ON THE
PLEADINGS**

COME NOW the Plaintiffs/Counter-Defendants, WILLIAM MICHAEL NICHOLSON, a/k/a W. MICHAEL NICHOLSON and JOAN NICHOLSON (hereinafter "Counter-defendants"), by and through their Counsel of Record JAMES McMILLAN, Attorney at Law, and hereby OBJECTS to Defendants' Motion for Judgment on the Pleadings on the following grounds:

I. INTRODUCTION

The facts are set forth in Plaintiffs' Complaint, ¶¶ 2.1–2.24. “For the purposes of a motion for judgment on the pleadings, the moving party admits all the allegations of the opposing party's pleadings and also admits the untruth of its own allegations to the extent they have been denied.” *State v. Yzaguirre*, 144 Idaho 471, 474, 163 P.3d 1183, 1186 (2007).

Furthermore, based upon this standard, Defendants' statements in their Memorandum under the heading “Statement of Undisputed Facts,” paragraphs 3, 6, 14, 15, and 16, which make reference to Paragraphs 4, 10, 17, and 18 of Defendant IFG Timber, L.L.C.'s Counterclaim, Memorandum in Support of Motion for Judgment on the Pleadings (hereinafter “Defendants' Memorandum”) at 3-5, this assumption of the truth of Plaintiffs' pleadings render the characterization of said alleged facts as “undisputed” to be inaccurate, and do not allow this Court to accept said allegations for the purposes of rendering Judgment on the Pleadings.

As such, for the following reasons, Defendants' Motion for Judgment on the Pleadings should be DENIED, and Plaintiffs' claims should be allowed to proceed to trial on this matter.

II. ARGUMENT

1. Standard of Review.

“A motion for judgment on the pleadings is reviewed under the same standard as a ruling on summary judgment.” *Yzaguirre*, 144 Idaho at 474, 163 P.3d at 1186.

In ruling upon a Motion for Summary Judgment, the Court must consider whether or not “the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is . . . [a] genuine issues as to any material fact,” and whether the Defendants are “entitled to a judgment as a matter of law.” Idaho R. Civ. P. 56(c). Further, on a Motion for Judgment on the Pleadings where additional evidence beyond the pleadings have not been submitted, “the moving party admits all the allegations of the opposing party's pleadings and also admits the untruth of its own allegations to the extent they have been denied..” *Yzaguirre*, 144 Idaho at 474,

163 P.3d at 1186. Finally, a Motion for Judgment on the Pleadings should be denied “unless is it clear that [the nonmoving party] is entitled to no relief. [The court] must assume that all facts alleged in [the] Complaint are true and draw in [the nonmoving party's] favor all reasonable inferences from those facts.” *Idaho Migrant Council, Inc. v. Northwestern Mutual Life Insurance Co.*, 110 Idaho 804, 805, 718 P.2d 1242, 1243 (Ct. App. 1986).

Since, based upon Plaintiffs allegations in the pleadings, assuming that Plaintiffs' allegations in the Complaint are true, and that those allegations by Defendants which are denied are false, there remains a genuine issue of material fact as to the elements of Plaintiffs' claims, Defendants' Motion for Judgment on the Pleadings should be DENIED.

2. Defendants' Statute of Frauds Defense.

In their Motion for Judgment on the Pleadings, Defendants primarily rely upon Idaho Code § 9-503, Idaho's Statute of Frauds, as a defense to the claims for Breach of Contract, Promissory Estoppel, and Specific Performance. Defendants' Memorandum, 6-10. As an initial matter, the statutory section relied upon by Defendants, at best, would only apply to the right of first refusal with regard to the *real* property, as opposed to Defendants' agreement to purchase the *buildings* in the event that they should choose to terminate the lease.

However, with regard to the right of first refusal, to the extent that the Statute of Frauds would apply, it is well established in Idaho law that “a [party] who is induced to rely on an oral agreement and who changes position to his own detriment cannot be defrauded by a [party] who interposes the Statute of Frauds to declare the agreement invalid.” *Idaho Migrant Council, Inc.* 110 Idaho at 807, 718 P.2d at 1245. In the Idaho Migrant Council case, the Court also went on to say that, “since IMC's complaint states sufficient facts on its face to support a claim of reliance, Northwestern may not interpose the Statute of Frauds . . .” *Id.*

Similarly, in this case, the Plaintiffs have stated many facts in their Complaint to support

a claim for reliance. *See* Complaint, ¶¶ 2.5-2.9, 4.2-4.3. Since Defendants did not submit additional affidavits or evidence but, rather, chose to rely upon the allegations in the pleadings, this Court must accept these allegations as true, as set forth by the Idaho Appellate Courts in *Yzaguirre* and *Idaho Migrant Council*. Since it cannot be said that, viewing the allegations in a light most favorable to the non-moving party, it is clear that the Plaintiff is entitled to no relief on this basis, Defendants' Motion for Judgment on the Pleadings should be DENIED on the basis that, on the pleadings, Plaintiff has created a genuine issue of material fact that Defendants are estopped from asserting the Statute of Frauds based on Plaintiffs substantial reliance upon the oral agreement.

3. Defendants' Claim that there was No Breach of the Right of First Refusal.

Alternatively, Defendants claim that Coeur d'Alene Placer followed through with honoring the right of first refusal, but claim that Plaintiffs declined to purchase the property. Defendants' Memorandum at 7. However, in doing so, they cite to Paragraph 4 of their Counterclaim, which Plaintiffs *denied* in their Answer to the same. *See* Answer to Counterclaim, ¶ 2.4. Further, Plaintiffs' allegations differ from Defendants' version of events with regard to the communications with Boling. *See* Complaint, ¶¶ 2.10-2.12, 2.17. Therefore, pursuant to the aforementioned standards of review, this Court is *not* entitled to assume the truth of Defendants' allegations that they had provided the Nicholsons the opportunity to purchase the Property, or that the Nicholsons declined to do so. Thus, likewise, there remains a genuine issue of material fact as to whether Plaintiffs were given the opportunity to purchase the property pursuant to their right of first refusal, and, therefore, Defendants are not entitled to Judgment on the Pleadings on this basis.

4. Promissory Estoppel and Consideration.

With regard to Plaintiffs' claim for Promissory Estoppel, Defendants largely rely upon the

case of *Lettunich v. Key Bank, N.A.*, 141 Idaho 362, 109 P.3d 362 (2005). In that case, after finding a lack of an underlying *agreement*, the Idaho Supreme Court declined to apply the doctrines of either equitable or promissory estoppel. *Id.* at 367, 109 P.3d at 1109.

In this case, viewing the facts in a light most favorable to the Plaintiffs, and assuming, for the purposes of a Judgment on the Pleadings, that Plaintiffs' allegations in the Complaint and Answer to Counter-claim are true, this Court could reasonably find that there was an agreement between the parties that Plaintiffs had right of first refusal, and that Defendant Coeur d'Alene Placer had agreed to purchase the buildings in the event of a termination of the lease. Plaintiffs having sufficiently raised the issue of an underlying agreement, this court is free to examine the issues regarding reliance and equitable or promissory estoppel. Once again, assuming the the truth of Plaintiffs' allegations set forth in the pleadings, there is more than ample basis for this matter to proceed. As such, once again, Defendants have failed to establish that they are entitled to Judgment on the Pleadings, and their motion should be denied.

5. Unjust Enrichment.

Finally, Defendants claim that they are entitled to judgment on the pleadings on Plaintiffs' unjust enrichment claim. Defendants' Memorandum 10-12. In this portion of their Motion, Defendants make a number of conclusory statements, unsupported by Affidavit or evidence submitted outside of the Pleadings, that the buildings do not confer a benefit upon the Property, and allege, contrary to Paragraphs 2.9 and 6.2 of Plaintiffs' Complaint, that Defendants did not consent to, or have knowledge of, Plaintiffs' improvements to the Property. Defendants' Memorandum at 11. Since these statements on the part of Defendants raise allegations contrary to the Pleadings, and were not properly submitted before this Court in accordance with Idaho Rule of Civil Procedure 56(e), these allegations contrary to the allegations set forth in the pleadings should not be considered for the purposes of the instant Motion. Therefore, once again, looking the pleadings and viewing

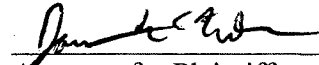
the allegations in a light most favorable to the non-moving party, Defendants have failed to establish that they are entitled to a judgment as a matter of law, and their Motion for Judgment on the Pleadings should be denied.

III. CONCLUSION

WHEREFORE, for the foregoing reasons, Defendants' Motion for Judgment on the Pleadings should be DENIED.

DATED this 1st day of December, 2014.

JAMES McMILLAN,



Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 1st day of December, 2014, I caused to be served a true and correct copy of the foregoing to the following by the method indicated below:

Michael E. Ramsden
Ramsden & Lyons, L.L.P.
700 Northwest Blvd.
P.O. Box 1336
Coeur d'Alene, ID 83816-1336
Attorney for Defendants


☐ U.S. Mail
☐ Overnight Mail
☐ Hand Delivered
☒ Facsimile to: (208) 664-5884


James McMillan

RAMSDEN & LYONS, LLP
700 Northwest Boulevard
P.O. Box 1336
Coeur d'Alene, ID 83816-1336
Telephone: (208) 664-5818
Facsimile: (208) 664-5884
Michael E. Ramsden, ISB #2368
Theron J. De Smet, ISB #8184

STATE OF IDAHO
COUNTY OF SHOSHONE/SS
FILED

2015 FEB -9 PM 3:11

PEGGY WHITE
CLERK DIST. COURT
BY  DEPUTY

Attorneys for Defendants

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

WILLIAM MICHAEL NICHOLSON, aka
W. MICHAEL NICHOLSON, and JOAN
NICHOLSON, husband and wife,

Plaintiffs,

v.

COEUR D'ALENE PLACER MINING
CORP., a Delaware corporation, and IFG
TIMBER, L.L.C., an Idaho limited liability
company,

Defendants.

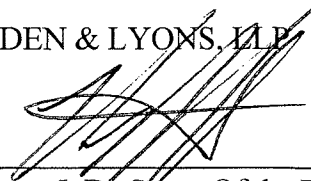
Case No. CV-2014-375

**DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Defendants move this court pursuant to I.R.C.P. 56(b) for its order granting defendants summary judgment on the plaintiffs' complaint. This motion is based on the Memorandum, and Declaration of Theron J. De Smet served with this motion, and upon the record and file in this action.

DATED this 6th day of February, 2015.

RAMSDEN & LYONS, LLP

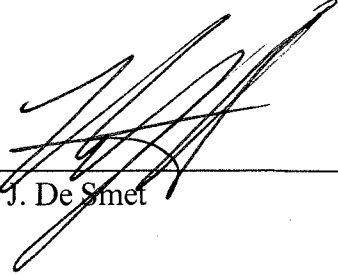
By 
Theron J. De Smet, Of the Firm
Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of February, 2015, I served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

James McMillan
Attorney at Law
415 Seventh Street, Suite 7
Wallace, ID 83873

☒ US Mail
☐ Overnight Mail
☐ Hand Delivered
☐ Facsimile (208) 752-1900



Theron J. De Smet